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*FERC Docket: RP06-178-000*

**Third Sheet No. 0** Mojave Pipeline Company: Second Revised Volume No. 1  
Third Sheet No. 0 : Effective

FERC GAS TARIFF

SECOND REVISED VOLUME NO. 1  
(Superseding First Revised Volume No. 1)

of

MOJAVE PIPELINE COMPANY

Filed With

Federal Energy Regulatory Commission

Communications Concerning this Tariff Should be Sent to:

Catherine E. Palazzari, Vice President  
Mojave Pipeline Operating Company  
Agent, Operator for Mojave Pipeline Company  
Post Office Box 1087  
Colorado Springs, CO 80944  
2 North Nevada  
Colorado Springs, CO 80903  
Telephone: (719) 473-2300  
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*FERC Docket: RP10-330-000*

**Third Revised Sheet No. 1** Third Revised Sheet No. 1

Superseding: Second Revised Sheet No. 1

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*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 2 Through 4** Sheet Nos. 2 Through 4 :    Effective

Reserved Sheets

Original Sheet Nos. 2 through 4 have been reserved.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 5** First Revised Sheet No. 5

Superseding: Original Sheet No. 5

PRELIMINARY STATEMENT

Mojave Pipeline Company ("Mojave" or "Transporter"), a general partnership formed under the partnership laws of the State of Texas, is a natural gas company engaged in the business of transporting for Shippers natural gas owned by Shippers from an interconnection near Topock, Arizona, with the pipeline facilities of El Paso Natural Gas Company and Transwestern Pipeline Company, an interconnection at Cadiz, California with El Paso Natural Gas Company, and an interconnection at Daggett, California with Kern River Gas Transmission Company to various points of delivery along the pipeline route, which terminates near Bakersfield, California.

The transportation of natural gas in interstate commerce is provided by Mojave pursuant to the Certificate of Public Convenience and Necessity granted to Mojave by the Federal Energy Regulatory Commission ("FERC") under Section 7(c) of the Natural Gas Act, and pursuant to the Blanket Certificate of Public Convenience and Necessity issued by FERC to Mojave for the activities specified in Part 284, Subpart G, of the FERC's Regulations, as amended from time to time.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Original Sheet No. 6** Original Sheet No. 6 : Effective

SYSTEM MAP

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 7 Through 10** Sheet Nos. 7 Through 10 : Effective

Reserved Sheets

Original Sheet Nos. 7 through 10 have been reserved.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Thirty-First Revised Sheet No. 11** Thirty-First Revised Sheet No. 11

Superseding: Twenty-Ninth Revised Sheet No. 11

STATEMENT OF RATES  
(Rates per MMBtu)

				Rate 1/
RATE SCHEDULE FT-1				
Daily Reservation Fee				
	Maximum			0.1483
	Minimum			0.0000
Transportation Charge				
	Maximum			0.0054
	Minimum			0.0054
RATE SCHEDULE IT-1				
Interruptible Transportation Service				
	Maximum			0.1537
	Minimum			0.0054
RATE SCHEDULE PAL				
Parking Rate				
	Maximum			0.1537
	Minimum			0.0000
Lending Rate				
	Maximum			0.1537
	Minimum			0.0000
OTHER CHARGES:				
Authorized Overrun Charge				
	Maximum			0.1537
	Minimum			0.0054
Imbalance Trading Fee: 2/				
	Maximum			0.0200
	Minimum			0.0000
Fuel and L&U 3/	Collection Period	Volumetric True-up	System Linepack, Fuel, L&U and Other Gas Balance Adjustment	Total Retention
Fuel	0.48%	0.07%		0.55%
L&U	0.29%	-0.05%	-0.04%	0.20%
Fuel Charge				0.75%

1/ Surcharge(s) shall be added as applicable.

	Maximum	Minimum
ACA	\$0.0019	\$0.0019

2/ Applicable to imbalance trading transactions marketed by Transporter at request of Shipper, pursuant to Section 20 of the General Terms and Conditions.

3/ See Section 28 of the General Terms and Conditions.

Effective Date: 03/22/2010 Status: Pending

FERC Docket: RP10-330-001

**Thirty-Second Revised Sheet No. 11** Thirty-Second Revised Sheet No. 11

Superseding: Thirty-First Revised Sheet No. 11

STATEMENT OF RATES  
(Rates per MMBtu)

				Rate 1/
RATE SCHEDULE FT-1				
Daily Reservation Fee				
	Maximum			0.1483
	Minimum			0.0000
Transportation Charge				
	Maximum			0.0054
	Minimum			0.0054
RATE SCHEDULE IT-1				
Interruptible Transportation Service				
	Maximum			0.1537
	Minimum			0.0054
RATE SCHEDULE PAL				
Parking Rate				
	Maximum			0.1537
	Minimum			0.0000
Lending Rate				
	Maximum			0.1537
	Minimum			0.0000
OTHER CHARGES:				
Authorized Overrun Charge				
	Maximum			0.1537
	Minimum			0.0054
Imbalance Trading Fee: 2/				
	Maximum			0.0200
	Minimum			0.0000
	Collection	Volumetric	System Linepack, Fuel,	Total
Fuel and L&U 3/	Period	True-up	L&U and Other Gas	Retention
Fuel	0.45%	0.01%	Balance Adjustment	0.46%
L&U	0.43%	0.08%	0.08%	0.59%
Fuel Charge				1.05%

1/ Surcharge(s) shall be added as applicable.

	Maximum	Minimum
ACA	\$0.0019	\$0.0019

2/ Applicable to imbalance trading transactions marketed by Transporter at request of Shipper, pursuant to Section 20 of the General Terms and Conditions.

3/ See Section 28 of the General Terms and Conditions.

*Effective Date: 03/22/2010    Status: Effective*  
*FERC Docket: RP10-330-000*

**Sheet Nos. 12 - 19** Sheet Nos. 12 - 19

Reserved Sheet

Original Sheet Nos. 12 through 19 have been reserved.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Original Sheet No. 20** Original Sheet No. 20

PAYMENTS, NOTICES, AND CONTACTS

Payments:

Payments are subject to the terms and conditions of this Tariff including but not limited to Section 6 of the General Terms and Conditions ("GT&C").

Wire Funds To:

Mojave Pipeline Company  
(See the address and account no.  
identified on the invoice.)

All Notices:

Any notice provided for in a TSA or in this Tariff shall be in writing and shall be considered as having been given if hand carried, faxed, or mailed by United States mail, postage prepaid, to the following addresses:

Mojave Pipeline Company  
P. O. Box 1087  
Colorado Springs, Colorado 80944  
Attention: Marketing Department  
Fax No. (719) 520-4878  
Telephone No. (719) 520-4892 or 520-4465

All Nominations:

Nominations are subject to the terms and conditions of this Tariff, including but not limited to Section 4 of the GT&C.

Mojave Pipeline Company  
P. O. Box 1087  
Colorado Springs, Colorado 80944  
Attention: Nominations and Scheduling Department  
Telephone No. (719) 520-4720  
Fax No. (719) 520-4698



*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Original Sheet No. 21** Original Sheet No. 21

PAYMENTS, NOTICES, AND CONTACTS  
(Continued)

Points of Contact:

Electronic Bulletin Board:

Customer Service Department: (877) 520-3797

Formal Complaints:

Mojave Pipeline Company

P. O. Box 1087

Colorado Springs, Colorado 80944

Attention: Vice President of Marketing

or

Attention: Vice President of Customer Service

Informal Complaints:

Vice President of Marketing

(719) 520-4465

Director of Marketing

(719) 520-4892

Vice President of Customer Service

(719) 520-3790

*Effective Date: 03/22/2010    Status: Effective*  
*FERC Docket: RP10-330-000*

**Sheet Nos. 22 - 99** Sheet Nos. 22 - 99

Reserved Sheet

Sheet Nos. 22 through 99 have been reserved.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Second Revised Sheet No. 100** Second Revised Sheet No. 100  
Superseding: First Revised Sheet No. 100

RATE SCHEDULE FT-1  
Firm Transportation Service

1. AVAILABILITY

This Rate Schedule is available to those Shippers with whom a Service Agreement has been executed for the firm transportation of natural gas by Mojave Pipeline Company from receipt points located on its pipeline system to the delivery point or points specified in the applicable executed Service Agreements.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all gas delivered by Transporter for Shippers through the Mojave pipeline system for firm transportation service. Deliveries of gas shall be firm and not subject to curtailment or interruption except as provided in the General Terms and Conditions.

Each Shipper shall agree to use its best efforts to take gas on a uniform daily basis.

3. REQUEST FOR TRANSPORTATION SERVICE

3.1 Valid requests for transportation service under this Rate Schedule shall conform to Section 9 of the General Terms and Conditions.

3.2 Upon Transporter's receipt of a valid request for transportation and Transporter's determination that capacity is available to provide the service requested, Transporter shall tender to Shipper for execution a FT-1 Service Agreement pursuant to the Contract Procedures of the General Terms and Conditions Section 36.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 101** First Revised Sheet No. 101

Superseding: Original Sheet No. 101

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

4. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Unless otherwise mutually agreed, Shipper shall nominate in advance of initiation or changes to service, the following information:

- (a) The contract number under which service is being nominated;  
and
- (b) The quantity of gas to be tendered at each receipt point  
identified by NAESB Common Code;
- (c) The quantity of gas to be delivered at each delivery point  
identified by NAESB Common Code;
- (d) The estimated term of the nomination;
- (e) The name, title and telephone number of the person authorized  
by Shipper to submit nominations; and
- (f) The name, title and telephone number of the person authorized  
by Shipper to perform day-to-day dispatching.

If Shipper fails to comply with the provisions of this Section 4 then Transporter shall not schedule the initiation of or changes to service nominated by Shipper.

Transporter shall schedule such nominations in accordance with Section 10 of the General Terms and Conditions of this Tariff.

Transporter reserves the right to take any necessary action to verify that gas is flowing as scheduled by Transporter. Upon request of Transporter, Shipper shall contact its source of supply and verify to Transporter that the source is flowing as scheduled hereunder.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 102** Second Revised Sheet No. 102

Superseding: First Revised Sheet No. 102

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

4. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

It is the intention of Transporter that receipt of natural gas by Transporter for transportation, less the quantity used by Transporter shall be approximately equal to deliveries by Transporter to Shipper. Both Transporter and Shipper recognize, however, that due to variations in operating conditions, daily and monthly deliveries hereunder by Transporter may be greater or less than the corresponding receipts, less gas used by Transporter for transportation hereunder. Shipper and Transporter agree that any excess or deficiency in such receipts, less gas used, and deliveries shall be adjusted or corrected in gas as soon as operating conditions reasonably permit, but in no event longer than provided in Shipper's Service Agreement.

Unless it is otherwise agreed upon in Shipper's Service Agreement, deliveries of gas to Transporter for transportation hereunder shall be made at points on Transporter's pipeline system at a pressure sufficient to enter the pipeline system, and deliveries of gas from Transporter for Shipper shall be made at points on Transporter's pipeline system as specified in the executed Service Agreement.

If the gas offered for transportation hereunder shall fail at any time to conform to the quality provisions set forth in Section 2 of the General Terms and Conditions or if such gas may cause harm to its facilities, then Transporter shall notify Shipper of such deficiency and may, at its option, refuse to accept delivery pending correction by Shipper.

5. CHARGE

The charge for transportation service shall consist of the sum of the charges specified in Sections 5.1, 5.2, 5.3 and 5.4, less any credits calculated pursuant to Section 5.5:

- 5.1 Reservation Fee: Shipper's Reservation Fee shall be Shipper's Maximum Daily Quantity, as stated in Shipper's executed Service Agreement times the number of days in the billing month multiplied by the Reservation Fee, which has been mutually agreed upon between Shipper and Transporter as set forth in Exhibit B of the applicable Service Agreement. Such rate shall not be greater than the Maximum Reservation Fee nor less than the Minimum Reservation Fee as set forth on the Statement of Rates.

**Effective Date: 01/01/2001    Status: Suspended**

**FERC Docket: RP01-172-000**

**First Revised Sheet No. 103** First Revised Sheet No. 103 :    Suspended

Superseding: Original Sheet No. 103

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

5. CHARGE (Continued)

- 5.2    Transportation Charge: Shipper shall pay to Transporter a Transportation Charge for each MMBtu of gas delivered by Transporter for Shipper which on any day is equal to or less than the Maximum Daily Demand for such Shipper. The rate per MMBtu which will apply to all gas transported up to Shipper's Maximum Daily Demand shall be that rate which has been mutually agreed upon between Shipper and Transporter as set forth in Exhibit B of the applicable Service Agreement. Such rate shall not be greater than the Maximum Transportation Charge nor less than the Minimum Transportation Charge as set forth on Sheet No. 11 of this Tariff.
- 5.3    Authorized Overrun Charge: Shipper shall pay Transporter for each MMBtu of Authorized Overrun Gas, as defined in Section 12 of this Rate Schedule. The rate per MMBtu which will apply to all Authorized Overrun Gas shall be that rate which has been mutually agreed upon between Shipper and Transporter as set forth on Exhibit B of the executed Service Agreement. Such rate shall not be greater than the Maximum Rate nor less than the Minimum Rate as set forth on Sheet No. 11 of this Tariff.
- 5.4    Incidental Charges: Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include but not be limited to reporting or filing fees, construction or acquisition of new facilities necessary to render service and any other costs that are directly attributable to the rendering of service under this Rate Schedule that may be incurred by Transporter from time to time. Transporter shall make such filings as may be required by Section 4 and Section 7(c) of the Natural Gas Act and the FERC's Regulations thereunder as may be necessary to construct and operate such facilities and recover such charges.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 103** Second Revised Sheet No. 103

Superseding: First Revised Sheet No. 103

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

5. CHARGE (Continued)

- 5.2 Transportation Charge: Shipper shall pay to Transporter a Transportation Charge for each MMBtu of gas delivered by Transporter for Shipper which on any day is equal to or less than the Maximum Daily Quantity for such Shipper. The rate per MMBtu which will apply to all gas transported up to Shipper's Maximum Daily Quantity shall be that rate which has been mutually agreed upon between Shipper and Transporter as set forth in Exhibit B of the applicable Service Agreement. Such rate shall not be greater than the Maximum Transportation Charge nor less than the Minimum Transportation Charge as set forth on the Statement of Rates.
- 5.3 Authorized Overrun Charge: Shipper shall pay Transporter for each MMBtu of Authorized Overrun Gas, as defined in Section 12 of this Rate Schedule. The rate per MMBtu which will apply to all Authorized Overrun Gas shall be that rate which has been mutually agreed upon between Shipper and Transporter as set forth on Exhibit B of the executed Service Agreement. Such rate shall not be greater than the Maximum Rate nor less than the Minimum Rate as set forth on the Statement of Rates.
- 5.4 Incidental Charges: Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include but not be limited to reporting or filing fees, construction or acquisition of new facilities necessary to render service and any other costs that are directly attributable to the rendering of service under this Rate Schedule that may be incurred by Transporter from time to time. Transporter shall make such filings as may be required by Section 4 and Section 7(c) of the Natural Gas Act and the FERC's Regulations thereunder as may be necessary to construct and operate such facilities and recover such charges.
- 5.5 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Article 38 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

Effective Date: 09/01/1997 Status: Effective

FERC Docket: GT97- 60-000

**Original Sheet No. 104** Original Sheet No. 104 : Effective

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

5. CHARGE (Continued)

5.5 (Continued)

IT-1 than the total amounts set forth in subparts (a) and (b) below, each Shipper paying a reservation charge under this Rate Schedule which is a "Supporting Party" under the Stipulation and Agreement at Docket No. RP95-175-000 ("Qualifying Shipper") shall be eligible to receive a credit, calculated as follows:

- (a) Transporter shall first deduct and retain revenues (per MMBtu transported) equal to the sum of the Maximum Transportation Charge under Rate Schedule FT-1 and all rate surcharges.
- (b) In addition, Transporter shall retain all remaining interruptible transportation revenues received under Rate Schedule IT-1 until such time as the total dollar amount set forth in Article 2.2(b) of the Stipulation and Agreement for the applicable one-year period or partial period has been received.
- (c) Transporter shall retain 10% of any revenues remaining after performing steps (a) and (b) above. The remaining 90% shall be credited to each Qualifying Shipper, allocated pro rata in proportion to each Shipper's contractual maximum daily demand.
- (d) The revenues to be credited as described above, if any, shall be credited to Qualifying Shippers under this Rate Schedule within ninety (90) days following the date such revenues are received. In no event shall any Shipper receive a credit under this provision that exceeds the reservation charges paid under this Rate Schedule by such Shipper during each one-year period or partial period.



*Effective Date: 01/01/2001    Status: Suspended*

*FERC Docket: RP01-172-000*

**First Revised Sheet No. 104** First Revised Sheet No. 104 :    Suspended  
Superseding: Original Sheet No. 104

Reserved Sheet

Second Revised Sheet No. 104  
has been reserved.

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FERC Docket: RP10-330-000

**Third Revised Sheet No. 105** Third Revised Sheet No. 105

Superseding: Second Revised Sheet No. 105

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

6. FUEL AND L&U

Gas used for compressor station fuel and other utility purposes, including but not limited to line losses and other unaccounted-for gas (including gas lost through explosion, fire or other calamity not caused by Transporter's negligence) in the operation of Transporter's pipeline system (which for purposes of this Tariff shall be defined as "fuel" and "L&U"), shall be furnished in kind by Shippers, except as provided in Section 28(d) of this Tariff. The fuel charge, and the fuel and L&U components, shall be set forth on the applicable Statement of Rates sheet and shall be subject to adjustment in accordance with Section 28 of this Tariff. The fuel component may be discounted by Transporter; provided, however, the discounted charge, which shall be provided on a not unduly discriminatory basis, shall not be less than actual fuel incurred for the transactions being discounted.

7. MAXIMUM DAILY QUANTITY

The Maximum Daily Quantity shall be the maximum quantity of natural gas, in MMBtu, which Transporter shall be obligated to receive from Shipper (or for Shipper's account), as set forth in the Service Agreement between Transporter and such Shipper, at the receipt point(s) for transportation.

8. DETERMINATION OF DELIVERIES

Transporter shall not be obligated to deliver a total volume of gas on any day which is greater than the quantity of gas received from Shipper less the quantities of gas furnished by Shipper pursuant to Section 6 of Rate Schedule FT-1, all as computed on a thermally equivalent basis. Refer to Section 10 of the General Terms and Conditions for Scheduling of Deliveries.

9. MEASUREMENT BASE

Refer to Section 4 of the General Terms and Conditions.

10. OPERATING TOLERANCES

Refer to Section 20 of the General Terms and Conditions.

11. RECEIPT AND DELIVERY ARRANGEMENTS

Transporter shall not be obligated to negotiate, provide, or otherwise arrange for any transportation service on behalf of Shipper either prior to receipt, or after delivery, of the natural gas tendered hereunder by Shipper for transportation by Transporter.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Fifth Revised Sheet No. 106** Fifth Revised Sheet No. 106

Superseding: Fourth Revised Sheet No. 106

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

12. AUTHORIZED OVERRUN GAS  
Authorized Overrun Gas shall be (a) the amount by which the daily delivery quantity authorized and scheduled by Transporter for firm transportation service to Shipper under Rate Schedule FT-1 exceeds Shipper's Maximum Daily Quantity plus (b) quantities authorized for correcting imbalances.
13. UNAUTHORIZED OVERRUN GAS  
Unauthorized Overrun Gas shall be the quantity either delivered to or taken from Transporter's Facilities by Shipper on any day that exceeds the sum of: (1) Shipper's Maximum Daily Quantity; (2) Authorized Overrun Gas; (3) the quantity of interruptible transportation service provided by Transporter to Shipper under Rate Schedule IT-1; (4) quantities furnished by Shipper in-kind for fuel and L&U; (5) imbalance quantities within the operating tolerances specified in Section 20 of the General Terms and Conditions; and (6) quantities necessary for Transporter or Shipper to make up prior imbalances.
  - 13.1 Critical Period Unauthorized Overruns - During a Critical Period, Shipper shall pay Transporter for Unauthorized Overrun Gas, including quantities recalled during an intraday scheduling cycle, at a rate equal to two times the maximum Rate Schedule IT-1 rate. Such payment shall be in addition to all other charges payable by Shipper to Transporter under this Rate Schedule.
  - 13.2 Non-Critical Period Unauthorized Overruns - During a non-Critical Period, Shipper shall pay Transporter for Unauthorized Overrun Gas, including quantities recalled during an intraday scheduling cycle, at a rate equal to the maximum Rate Schedule IT-1 rate. Such payment shall be in addition to all other charges payable by Shipper to Transporter under this Rate Schedule.
14. Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Fifth Revised Sheet No. 107** Fifth Revised Sheet No. 107

Superseding: Fourth Revised Sheet No. 107

RATE SCHEDULE FT-1  
Firm Transportation Service  
(Continued)

15. GENERAL TERMS AND CONDITIONS

Except as otherwise expressly indicated in this Rate Schedule or by the Transportation Service Agreement, all of the Transportation General Terms and Conditions contained in this Tariff, including (from and after their effective date) any future modifications, additions or deletions to said General Terms and Conditions, are applicable to transportation service rendered under this Rate Schedule and, by this reference, are made a part hereof.

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*FERC Docket: RP10-330-000*

**Fifth Revised Sheet No. 108** Fifth Revised Sheet No. 108

Superseding: Fourth Revised Sheet No. 108

Reserved for future use.

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**Fourth Revised Sheet No. 109** Fourth Revised Sheet No. 109

Superseding: Third Revised Sheet No. 109

Reserved for future use.

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**Third Revised Sheet No. 110** Third Revised Sheet No. 110

Superseding: 2nd Revised First Revised Sheet No. 110

Reserved for future use.

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**First Revised Sheet No. 110A** First Revised Sheet No. 110A

Superseding: First Revised Original Sheet No. 110A

Reserved for future use.



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*FERC Docket: RP09-273-000*

**Third Revised Sheet No. 111** Third Revised Sheet No. 111

Superseding: Second Revised Sheet No. 111

Reserved for future use.

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*FERC Docket: RP09-273-000*

**First Revised Sheet No. 112** First Revised Sheet No. 112

Superseding: Original Sheet No. 112

Reserved for future use.

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*FERC Docket: RP09-273-000*

**Fifth Revised Sheet No. 113** Fifth Revised Sheet No. 113

Superseding: Fourth Revised Sheet No. 113

Reserved for future use.

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*FERC Docket: RP09-273-000*

**Third Revised Sheet No. 114** Third Revised Sheet No. 114

Superseding: Second Revised Sheet No. 114

Reserved for future use.

*Effective Date: 02/25/2009    Status: Effective*

*FERC Docket: RP09-273-000*

**Second Revised Sheet No. 115** Second Revised Sheet No. 115

Superseding: First Revised Sheet No. 115

Reserved for future use.

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*FERC Docket: RP09-273-000*

**Fifth Revised Sheet No. 116** Fifth Revised Sheet No. 116

Superseding: Fourth Revised Sheet No. 116

Reserved for future use.

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*FERC Docket: RP09-273-000*

**Third Revised Sheet No. 116A** Third Revised Sheet No. 116A  
Superseding: Second Revised Sheet No. 116A

Reserved for future use.

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*FERC Docket: RP09-273-000*

**Third Revised Sheet No. 116B** Third Revised Sheet No. 116B  
Superseding: Second Revised Sheet No. 116B

Reserved for future use.



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**First Revised Sheet No. 117** First Revised Sheet No. 117

Superseding: Original Sheet No. 117

Reserved for future use.

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**First Revised Sheet No. 118** First Revised Sheet No. 118

Superseding: Original Sheet No. 118

Reserved for future use.

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*FERC Docket: RP09-273-000*

**Second Revised Sheet No. 119** Second Revised Sheet No. 119

Superseding: First Revised Sheet No. 119

Reserved for future use.

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**First Revised Sheet No. 120** First Revised Sheet No. 120

Superseding: Original Sheet No. 120

Reserved for future use.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 121 Through 130** Sheet Nos. 121 Through 130 :    Effective

Reserved Sheet

Original Sheet Nos. 121 through 130 have been reserved.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Second Revised Sheet No. 131** Second Revised Sheet No. 131

Superseding: First Revised Sheet No. 131

RATE SCHEDULE IT-1  
Interruptible Transportation Service

1. AVAILABILITY

This Rate Schedule is available to those Shippers with whom a Service Agreement has been executed for the interruptible transportation of natural gas by Mojave Pipeline Company from receipt points located on its pipeline system to the delivery point or points specified in the applicable executed Service Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all gas delivered by Transporter for Shippers through the Mojave pipeline system on an interruptible basis. Deliveries of gas shall be subject to the availability of pipeline capacity to provide interruptible transportation service.

- 2.1     Transportation service shall consist of the acceptance by Mojave of natural gas on behalf of Shipper for transportation at the receipt point(s), the transportation of that natural gas through Mojave's pipeline system, and the delivery of that natural gas, after appropriate reductions, by Mojave to Shipper or for Shipper's account at the delivery point(s).

3. REQUEST FOR TRANSPORTATION SERVICE

- 3.1     Valid requests for transportation service under this Rate Schedule shall conform to Section 9 of the General Terms and Conditions.
- 3.2     Shipper must meet the creditworthiness requirements of this Tariff.
- 3.3     Upon Transporter's receipt of a valid request for interruptible transportation, Transporter shall tender to Shipper for execution electronically or in writing an IT-1 Service Agreement.
- 3.4     Service provided under any IT-1 Service Agreement entered into after Mojave's pipeline has been placed in service must commence within six (6) months of execution of the Service Agreement or Shipper's request shall be deemed null and void.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**First Revised Sheet No. 132** First Revised Sheet No. 132

Superseding: Original Sheet No. 132

RATE SCHEDULE IT-1  
Interruptible Transportation Service  
(Continued)

4. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES

Unless otherwise mutually agreed, Shipper shall nominate in advance of initiation or changes to service, the following information:

- (a) The contract number under which service is being nominated;
- (b) The quantity of gas to be tendered at each receipt point identified by NAESB Common Code;
- (c) The quantity of gas to be delivered at each delivery point identified by NAESB Common Code;
- (d) The estimated term of the nomination;
- (e) The name, title and telephone number of the person authorized by Shipper to submit nominations; and
- (f) The name, title and telephone number of the person authorized by Shipper to perform day-to-day dispatching.

If Shipper fails to comply with the provisions of this Section 4, then Transporter shall not schedule the initiation of or changes to service nominated by Shipper. Transporter shall schedule such nominations in accordance with Section 10 of the General Terms and Conditions of this Tariff.

Transporter reserves the right to take any necessary action to verify that gas is flowing as scheduled by Transporter. Upon request of Transporter, Shipper shall contact its source of supply and verify to Transporter that the source is flowing as scheduled hereunder.

It is the intention of Transporter that receipts of natural gas by Transporter for transportation less the quantity used by Transporter shall be approximately equal to deliveries by Transporter to Shipper. Both Transporter and Shipper recognize, however, that due to variations in operating conditions, daily and monthly deliveries hereunder by Transporter may be greater or less than the corresponding receipts, less gas used by Transporter for transportation hereunder. Shipper and Transporter agree that any excess or deficiency in such receipts, less gas used, and deliveries shall be adjusted or corrected in gas as soon as operating conditions reasonably permit, but in no event longer than provided in Shipper's Service Agreement.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 133** Second Revised Sheet No. 133  
Superseding: First Revised Sheet No. 133

RATE SCHEDULE IT-1  
Interruptible Transportation Service  
(Continued)

4. NOMINATION AND SCHEDULING OF RECEIPTS AND DELIVERIES (Continued)

Unless it is otherwise agreed upon in Shipper's Service Agreement, deliveries of gas to Transporter for transportation hereunder shall be made at points on Transporter's pipeline system at a pressure sufficient to enter the pipeline system, and deliveries of gas from Transporter for Shipper shall be made at points on Transporter's pipeline system as specified in the executed Service Agreement.

If the gas offered for transportation hereunder shall fail at any time to conform to the quality provisions set forth in the General Terms and Conditions or if such gas may cause harm to its facilities, then Transporter shall notify Shipper of such deficiency and may, at its option, refuse to accept delivery pending correction by Shipper.

5. CHARGE

The charge for transportation service shall consist of the sum of the charges specified in Sections 5.1, 5.2, and 5.3:

- 5.1 Transportation Charge: Shipper shall pay to Transporter a Transportation Rate for each MMBtu of gas delivered by Transporter for Shipper on any day. The Transportation Rate per MMBtu shall be that rate which has been mutually agreed upon between Shipper and Transporter as set forth in the applicable Service Agreement. Such rate shall not be greater than the Maximum Rate nor less than the Minimum Rate as set forth on the Statement of Rates.
- 5.2 Authorized Overrun Charge: Shipper shall pay Transporter for each MMBtu of Authorized Overrun Gas, as defined in Section 11 of this Rate Schedule. The rate per MMBtu which will apply to all Authorized Overrun Gas shall be that rate which has been mutually agreed upon between Shipper and Transporter as set forth on Exhibit B of the executed Service Agreement. Such rate shall not be greater than the Maximum Rate nor less than the Minimum Rate as set forth on the Statement of Rates.



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FERC Docket: RP10-330-000

**Third Revised Sheet No. 134** Third Revised Sheet No. 134  
Superseding: Second Revised Sheet No. 134

RATE SCHEDULE IT-1  
Interruptible Transportation Service  
(Continued)

5. CHARGE (Continued)

- 5.3 Incidental Charges: Shipper shall reimburse Transporter for any incidental charges incurred by Transporter in providing this service. Such charges may include but not be limited to reporting or filing fees, construction or acquisition of new facilities necessary to render service and any other costs that are directly attributable to the rendering of service under this Rate Schedule that may be incurred by Transporter from time to time. Transporter shall make such filings as may be required by Section 4 and Section 7(c) of the Natural Gas Act and the FERC's Regulations thereunder as may be necessary to construct and operate such facilities and recover such charges.
- 5.4 Third Party Charges: Shipper may, on a non-discriminatory basis, be required to pay to Transporter, if applicable, any Third Party Charges in accordance with Article 38 of the General Terms and Conditions. In no event shall such Third Party Charges paid by Shipper exceed the amount incurred and paid by Transporter for the applicable off-system capacity.

6. FUEL AND L&U

Gas used for compressor station fuel and other utility purposes, including but not limited to line losses and other unaccounted-for gas (including gas lost through explosion, fire or other calamity not caused by Transporter's negligence) in the operation of Transporter's pipeline system (which for purposes of the Tariff shall be defined as "fuel" and "L&U"), shall be furnished in kind by Shippers, except as provided in Section 28(d) of this Tariff. The fuel charge, and the fuel and L&U components, shall be set forth on the applicable Statement of Rates sheet and shall be subject to adjustment in accordance with Section 28 of this Tariff. The fuel component may be discounted by Transporter; provided, however, the discounted charge, which shall be provided on a not unduly discriminatory basis, shall not be less than actual fuel incurred for the transactions being discounted.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Original Sheet No. 134A** Original Sheet No. 134A

RATE SCHEDULE IT-1  
Interruptible Transportation Service  
(Continued)

7. DAILY QUANTITY

The Daily Quantity shall be the maximum quantity of natural gas, in MMBtu, which Transporter shall be obligated to receive from Shipper (or for Shipper's account), as set forth in the Service Agreement between Transporter and such Shipper, at the receipt point(s) for transportation provided that Transporter has pipeline capacity to provide interruptible transportation under this Rate Schedule.

Transporter shall not be obligated to deliver a total volume of gas on any day which is greater than the quantity of gas received from Shipper less the quantities of gas furnished by Shipper pursuant to Paragraph 6 of Rate Schedule IT-1, all as computed on a thermally equivalent basis.

Effective Date: 03/22/2010 Status: Effective  
FERC Docket: RP10-330-000

**Third Revised Sheet No. 135** Third Revised Sheet No. 135  
Superseding: Second Revised Sheet No. 135

RATE SCHEDULE IT-1  
Interruptible Transportation Service  
(Continued)

8. MEASUREMENT BASE

Refer to Section 4 of the General Terms and Conditions.

9. OPERATING TOLERANCES

Refer to Section 20 of the General Terms and Conditions.

10. RECEIPT AND DELIVERY ARRANGEMENTS

Transporter shall not be obligated to negotiate, provide, or otherwise arrange for any transportation service on behalf of Shipper either prior to receipt, or after delivery, of the natural gas tendered hereunder by Shipper for transportation by Transporter.

11. AUTHORIZED OVERRUN GAS

Authorized overrun gas shall be (a) the amount by which the daily delivery quantity authorized and scheduled by Transporter for interruptible transportation service to Shipper under Rate Schedule IT-1 exceeds Shipper's Daily Quantity, plus (b) quantities authorized for correcting imbalances.

12. UNAUTHORIZED OVERRUN GAS

Unauthorized Overrun Gas shall be the quantity either delivered to or taken from Transporter's Facilities by Shipper on any day that exceeds the sum of: (1) Shipper's Daily Quantity; (2) Authorized Overrun Gas; (3) the quantity of interruptible transportation service provided by Transporter to Shipper under Rate Schedule IT-1; (4) quantities furnished by Shipper in-kind for fuel and L&U; (5) imbalance quantities within the operating tolerances specified in Section 20 of the General Terms and Conditions; and (6) quantities necessary for Transporter or Shipper to make up prior imbalances.

12.1 Critical Period Unauthorized Overruns - During a Critical Period, Shipper shall pay Transporter for Unauthorized Overrun Gas at a rate equal to two times the maximum Rate Schedule IT-1 rate. Such payment shall be in addition to all other charges payable by Shipper to Transporter under this Rate Schedule.

12.2 Non-Critical Period Unauthorized Overruns - During a non-Critical Period, Shipper shall pay Transporter for Unauthorized Overrun Gas at a rate equal to the maximum Rate Schedule IT-1 rate. Such payment shall be in addition to all other charges payable by Shipper to Transporter under this Rate Schedule.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Original Sheet No. 136** Original Sheet No. 136 :    Effective

RATE SCHEDULE IT-1  
Interruptible Transportation Service  
(Continued)

13. GENERAL TERMS AND CONDITIONS

All the General Terms and Conditions for this Tariff are applicable to this IT-1 Rate Schedule and hereby made a part thereof.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 137 Through 149** Sheet Nos. 137 Through 149 :    Effective

Reserved Sheet

Original Sheet Nos. 137 through 149 have been reserved.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 150** Second Revised Sheet No. 150 : Effective  
Superseding: First Revised Sheet No. 150

Reserved for future use.

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*FERC Docket: RP07-310-001*

**First Revised Sheet No. 151** First Revised Sheet No. 151 : Effective  
Superseding: Original Sheet No. 151

Reserved for future use.

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 152** Second Revised Sheet No. 152 : Effective  
Superseding: First Revised Sheet No. 152

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*FERC Docket: RP07-310-001*

**First Revised Sheet No. 153** First Revised Sheet No. 153 : Effective  
Superseding: Original Sheet No. 153

Reserved for future use.

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*FERC Docket: GT97- 60-000*

**Sheet Nos. 154 Through 165** Sheet Nos. 154 Through 165 :    Effective

Reserved Sheet

Original Sheet Nos. 154 through 165 have been reserved.

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 166** Second Revised Sheet No. 166 : Effective  
Superseding: First Revised Sheet No. 166

Reserved for future use.

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**First Revised Sheet No. 167** First Revised Sheet No. 167 : Effective  
Superseding: Original Sheet No. 167

Reserved for future use.

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**Second Revised Sheet No. 168** Second Revised Sheet No. 168 : Effective  
Superseding: First Revised Sheet No. 168

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**First Revised Sheet No. 169** First Revised Sheet No. 169 : Effective  
Superseding: Original Sheet No. 169

Reserved for future use.

Effective Date: 03/01/2008    Status: Effective  
FERC Docket: RP07-310-001

**Original Sheet No. 170** Original Sheet No. 170 :    Effective

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service

1.    AVAILABILITY

        This Rate Schedule is available to any party (hereinafter referred to as "Shipper") for the short-term parking and lending ("PAL") of natural gas on an interruptible, non-discriminatory basis, by Mojave Pipeline Company (hereinafter referred to as "Transporter") when and to the extent that:

- 1.1    Transporter has determined, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide interruptible Parking and Lending service without detriment or disadvantage to its customers using other transportation services;
- 1.2    A valid request for PAL service shall be made pursuant to Section 9 of the General Terms and Conditions of this Tariff.
- 1.3    Shipper has entered into a Master Parking and Lending ("PAL") Agreement with Transporter using the form contained in this Tariff;
- 1.4    Shipper has entered into a PAL Service Agreement ("PALSA") (an attachment to the Master PAL Agreement) with Transporter in the form contained in this Tariff, for each PAL transaction between Shipper and Transporter specifying the term, rate, quantity and point(s) of transaction for service.

Effective Date: 03/01/2008 Status: Effective

FERC Docket: RP07-310-001

**Original Sheet No. 171** Original Sheet No. 171 : Effective

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE

This Rate Schedule shall apply to all PAL services rendered by Transporter for Shipper.

- 2.1 All receipt and delivery locations on Transporter's system are eligible for PAL service ("PAL Points") and will be made available to Shipper on a non-discriminatory basis.
- 2.2 PAL service under this Rate Schedule is an interruptible service providing for:
  - (a) Parking Service -- Parking Service shall consist of a Shipper delivering gas quantities to Transporter at a PAL Point for holding and Transporter's subsequent return of parked quantities of gas to Shipper at the PAL Point where Shipper delivered the gas, pursuant to the PALSA and Section 5 of this Rate Schedule.
  - (b) Lending Service -- Lending Service shall consist of Transporter's advancement of gas quantities to Shipper at a PAL Point and Shipper's subsequent return of such advanced (loaned) quantities to Transporter at the PAL Point where the loan occurred, pursuant to the PALSA and Section 5 of this Rate Schedule.
  - (c) Gas quantities may be delivered to a PAL Point for parking or payback of a loan under Shipper's PALSA from points of receipt on Transporter's pipeline system.



RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (Continued)

- 2.3 Service under this Rate Schedule shall be subject to all applicable provisions of the General Terms and Conditions of this Tariff, the executed Master PAL Agreement, and the executed PALSA.
- 2.4 Parking and Lending service rendered under this Rate Schedule shall be provided for a minimum term of one (1) day.
- 2.5 In no event shall Transporter be required to provide service under this Rate Schedule that would require Transporter to install, operate or maintain any additional facilities.

3. DEFINITIONS

- 3.1 PAL Point: The transaction point(s) on Transporter's system where parking and lending services are provided to Shipper, as specified in the executed PALSA. PAL points will be associated with existing locations on Transporter's system.
- 3.2 Maximum Parking Quantity: Shipper's Maximum Parking Quantity shall be the total amount permitted to be parked in Shipper's account as specified in the executed PALSA.
- 3.3 Maximum Lending Quantity: Shipper's Maximum Lending Quantity shall be the total amount permitted to be loaned in Shipper's account, as specified in the executed PALSA.
- 3.4 Daily PAL Quantity: The maximum daily quantity that may be parked or loaned at the PAL Point as specified in the executed PALSA.

4. RATES AND CHARGES

- 4.1 Transporter, at its sole discretion, may from time to time and at any time selectively discount any or all of the rates on the Statement of Rates sheet applicable to any individual Shipper pursuant to Section 31 of the General Terms and Conditions; provided, however, that such discounted rates shall not exceed the applicable Maximum Rate(s) nor shall they be less than the Minimum Rate(s) set forth on the currently effective Statement of Rates sheet.

Effective Date: 03/01/2008 Status: Effective  
FERC Docket: RP07-310-001

**Original Sheet No. 173** Original Sheet No. 173 : Effective

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

4. RATES AND CHARGES (Continued)

- 4.2 Shipper shall pay to Transporter each month the following charges for gas parked or loaned at each point for Shipper's account as set forth in the PALSA. Daily parked quantities and loaned quantities on the same PALSA shall be netted for daily billing purposes. The PALSA shall be posted on Transporter's Electronic Bulletin Board ("EBB").
- (a) Parking and Lending Charge: The rate per MMBtu specified in the executed PALSA multiplied by the total quantity of gas parked or loaned at each PAL Point for Shipper's account for each day service is rendered by Transporter.
  - (b) Surcharges: No surcharges are applicable to PAL service under this Rate Schedule.
  - (c) Fuel Charges: Fuel charges are not applicable to service under this Rate Schedule.
- 4.3 Authorized overrun charges shall be assessed on a daily basis for any nominated and confirmed quantities that exceed the PALSA's Daily PAL Quantity. Authorized overrun charges will be assessed at the Maximum Parking/Lending rate listed on the Statement of Rates Sheet, unless otherwise agreed to in writing by Transporter.
- 4.4 In circumstances where Transporter is unable to confirm a valid PAL nomination to pay back a loan or to remove parked quantities:
- (a) The Parking or Lending charge shall be reduced to \$0.0000 on that day for such quantities.
  - (b) Transporter and Shipper may mutually agree to extend the term of the PALSA and the rate applicable to the PALSA for an additional amount of time.

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

5. SCHEDULING PAL SERVICE

- 5.1 Shipper shall nominate PAL service under this Rate Schedule in accordance with the nomination procedures set forth in the General Terms and Conditions of this Tariff.
- 5.2 PAL service may be interrupted at any time. Interruption of PAL service may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Transporter in its reasonable discretion determines that such decrease, suspension or discontinuance is necessary to maintain system integrity or when a higher priority service so requires.
- 5.3 Scheduling of PAL services will be based on the priorities for parking and lending services established in Section 10 of the General Terms and Conditions of this Tariff. If allocations become necessary, curtailment will be based on the priorities established in Section 11 of the General Terms and Conditions of this Tariff.
- 5.4 Shipper shall not pay back more than the quantity loaned nor withdraw more than the quantity parked under the PALSA.

6. INTERRUPTION OR TERMINATION OF PAL SERVICE

- 6.1 Shipper may be required, upon notification from Transporter, to remove quantities of gas previously provided to Transporter under the Parking Service, or return quantities of gas previously loaned to Shipper under the Lending Service. Such notification shall only be made when the required Shipper action is necessary to protect the operational integrity of Transporter's pipeline system or to allow Transporter to fulfill higher priority commitments. Such notification shall be made pursuant to the notification procedures of Section 10.2 (viii) of the General Terms and Conditions.

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

6. INTERRUPTION OR TERMINATION OF PAL SERVICE (Continued)

- 6.2 Should Transporter notify Shipper to remove or return quantities of gas pursuant to Section 6.1, Transporter's notification shall specify the time by which Parking Service quantities shall be removed, and/or Lending Service quantities shall be returned. The time period in which Shipper must act will be determined based on the necessity to protect and ensure firm service. However, absent a mutual agreement between Transporter and Shipper, in no event shall the specified time be less than three calendar days from the date of Transporter's notification.
- 6.3 Unless otherwise agreed by Shipper and Transporter, any parked quantity not removed as required by this Section 6.1 shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and, any loaned quantity not returned as required by Section 6.1 of this Rate Schedule shall be sold to Shipper at the highest price, determined as 200% of the Bidweek Price published in Natural Gas Intelligence Bidweek Survey - Spot Gas Prices as the Southern Cal. Border Average price, among either:
- (a) the month in which the authorized loan occurred,
  - (b) the month in which redelivery of the authorized loan was scheduled but did not occur, or;
  - (c) any month between (a) and (b) above.
- 6.4 Should Transporter receive a valid PAL nomination complying with a notification pursuant to Section 6.1 but be unable to confirm or schedule such nomination, the obligation of Shipper to comply with that notification, but not the obligation to submit nominations, shall be suspended until such time as Transporter's operational conditions permit such nomination to be confirmed and scheduled. Furthermore, under the circumstances described by Section 6.4, the penalty provision of Section 6.3 shall not apply until such nomination is able to be confirmed and scheduled. Additionally, Transporter and Shipper may mutually agree to extend the agreed upon term of the PALS for the amount of time that the transaction was unable to be scheduled.

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

6. INTERRUPTION OR TERMINATION OF PAL SERVICE (Continued)

6.5 Shipper is required to remove all parked quantities and return all loaned quantities no later than the termination date of the PALSA. Upon termination of a PALSA, any parked quantity not removed shall become the property of Transporter at no cost to Transporter, free and clear of any adverse claims, and, any loaned quantity not returned shall be sold to Shipper the highest price, determined as 200% of the Bidweek Price published in Natural Gas Intelligence Bidweek Survey - Spot Gas Prices as the Southern Cal. Border Average price, among either:

- (a) the month in which the authorized park occurred,
- (b) the month in which redelivery of the authorized park was scheduled but did not occur, or;
- (c) any month between (a) and (b) above.

In the event parked quantities remain in Transporter's system and/or loaned quantities have not been returned to Transporter's system after the expiration of any PALSA executed by Shipper and Transporter, Transporter and Shipper may mutually agree to an extended time frame and/or modified terms, including the rate, of such PALSA, to permit Shipper to payback and/or return such quantities.

6.6 Shipper or its suppliers shall be responsible for reporting and payment of any royalty, tax, or other burdens on natural gas volumes received by Transporter and Transporter shall not be obligated to account for or pay such burdens.

7. CREDITWORTHINESS

PAL service is subject to the creditworthiness provisions of Section 21 of the General Terms and Conditions of Transporter's Tariff.

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FERC Docket: RP07-310-001

**Original Sheet No. 177** Original Sheet No. 177 : Effective

RATE SCHEDULE PAL  
Interruptible Parking and Lending Service  
(Continued)

8. EXECUTION OF AGREEMENTS

Upon Shipper's request for PAL service, Transporter will provide one Master PAL Agreement to be executed in paper form to each Shipper requesting PAL service. The Master PAL Agreement will evidence the intent of the parties that the Master PAL Agreement, in combination with information provided on all subsequent PALSAs executed by Shipper, will comprise the contractual agreement of the parties. All provisions of the Master PAL Agreement shall be incorporated into each PALSA unless specifically excepted.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions contained in this Tariff, except as modified in the PALSA, are made a part of this Rate Schedule. However, for purposes of this Rate Schedule, the term "PALSA" shall be substituted for all references to the term "Transportation Service Agreement" where such term appears in the General Terms and Conditions. Any future modifications, additions or deletions to said General Terms and Conditions are applicable to PAL service rendered under this Rate Schedule and, by this reference, are made a part thereof.

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**Sheet Nos. 178 - 199** Sheet Nos. 178 - 199 :    Effective

Reserved Sheets

Original Sheet Nos. 178 through 199 have been reserved.

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FERC Docket: RP10-330-000

**Fifth Revised Sheet No. 200** Fifth Revised Sheet No. 200

Superseding: Fourth Revised Sheet No. 200

GENERAL TERMS AND CONDITIONS

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**First Revised Sheet No. 201** First Revised Sheet No. 201

Superseding: Original Sheet No. 201

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The term "billing month" shall mean the month of service hereunder which immediately precedes the month in which Transporter is obligated to render a bill for such service.
- 1.2 The term "btu" shall mean British Thermal Unit and is defined as the amount of heat required to raise the temperature of one pound of water one degree (1°) Fahrenheit at standard conditions.
- 1.3 The term "business day" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the United States.
- 1.4 The term "contract year" shall mean a period of twelve (12) consecutive months from the first day of the month following the date gas is first delivered.
- 1.5 The term "cubic foot of gas" shall mean that quantity of gas which, at a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, occupies one (1) cubic foot.
- 1.6 The term "Daily Quantity" shall mean the maximum quantity of gas, in MMBtu, which Transporter shall be obligated to receive from a Rate Schedule IT-1 Shipper (or for Shipper's account), as set forth in the Service Agreement between Transporter and such Shipper, at the receipt point(s) for transportation provided that Transporter has pipeline capacity to provide interruptible transportation.
- 1.7 The word "day" or "Day" shall mean a period of 24 consecutive hours, except for those days that are adjusted for Daylight Savings Time, beginning and ending at 7:00 o'clock a.m. Pacific Clock Time ("PCT"). "Gas Day" shall mean a period of 24 consecutive hours commencing and ending at 7:00 a.m., PCT, adjusted for Daylight Savings Time when appropriate. "Clock time" indicates that Transporter will adjust its gas day to reflect changes for Daylight Savings Time.
- 1.8 The terms "Electronic Bulletin Board" and "EBB" shall mean Transporter's EBB which is available at Transporter's designated Internet Website at [www.elpaso.com](http://www.elpaso.com), pursuant to Section 27 of the General Terms and Conditions.

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Original Sheet No. 201A Original Sheet No. 201A

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

- 1.9 The term "fuel charge," for purposes of Section 28 of this Tariff, shall mean the sum of Transporter's applicable fuel and L&U charges.
- 1.10 The word "gas" or "Gas" shall mean gas from gas wells, casinghead gas produced with crude oil, and residue gas resulting from the processing of either gas well gas or casinghead gas or both.
- 1.11 The term "gross heating value" shall mean the number of Btus produced by the complete combustion, at a constant pressure, of the amount of Gas which would occupy a volume of 1 cubic foot at a temperature of 60 degrees Fahrenheit on a water-free basis and at a pressure of 14.73 psia with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air, and when the water formed by combustion has condensed to the liquid state.
- 1.12 The terms "Maximum Daily Quantity" and "MDQ" shall mean the maximum quantity of gas, in MMBtu, which Transporter shall be obligated to receive from a Rate Schedule FT-1 Shipper (or for Shipper's account), as set forth in the Service Agreement between Transporter and such Shipper, at the receipt point(s) for transportation.
- 1.13 The term "mcf" shall mean one thousand (1,000) cubic feet of gas and shall be measured as set forth in Paragraph 4 hereof.
- 1.14 The term "MMBtu" shall mean an amount of gas with a gross heating value of one million (1,000,000) Btus of gas.
- 1.15 The word "month" shall mean a period extending from the beginning at 8:00 o'clock a.m. of the first day in a calendar month to the beginning of the first day in the next succeeding calendar month.

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**Eleventh Revised Sheet No. 202** Eleventh Revised Sheet No. 202  
Superseding: Substitute Tenth Revised Sheet No. 202

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

1.16 The term "NAESB or NAESB WGQ Standards" shall mean business practices and electronic communication practices promulgated by the Wholesale Gas Quadrant ("WGQ") of the "North American Energy Standards Board" ("NAESB") and adopted and codified by the Commission in Section 284.12(a) of the Commission's Regulations. Unless otherwise stated, all NAESB WGQ Standards referenced by or incorporated into this Tariff are Version 1.8. Notwithstanding this Section 1.16, Transporter shall adhere to the NAESB WGQ Standards as modified by Order No. 717. The NAESB WGQ Standards listed below are hereby incorporated into this Tariff by reference.

0.2.1 through 0.3.15,  
0.4.1,  
1.2.1 through 1.2.6,  
1.2.8 through 1.2.19,  
1.3.3 through 1.3.7,  
1.3.9,  
1.3.13 through 1.3.16,  
1.3.18 through 1.3.50,  
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2.2.1 through 2.2.5,  
2.3.1 through 2.3.6,  
2.3.8 through 2.3.23,  
2.3.25 through 2.3.35,  
2.3.40 through 2.3.65,

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**Tenth Revised Sheet No. 203** Tenth Revised Sheet No. 203

Superseding: 2nd Sub Ninth Revised Sheet No. 203

GENERAL TERMS AND CONDITIONS

(Continued)

1. DEFINITIONS (Continued)

1.16 (Continued)

2.4.1 through 2.4.18,  
3.3.1 through 3.3.13,  
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4.3.1 through 4.3.3,  
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5.4.1 through 5.4.23,  
10.2.1 through 10.2.38,  
10.3.1,  
10.3.3 through 10.3.25

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**Fifth Revised Sheet No. 203A** Fifth Revised Sheet No. 203A

Superseding: Fourth Revised Sheet No. 203A

GENERAL TERMS AND CONDITIONS  
(Continued)

1. DEFINITIONS (Continued)

- 1.17 The term "psig" shall mean pounds per square inch gauge.
- 1.18 The term "Releasing Shipper" shall mean any Shipper with a TSA under Rate Schedule FT-1 who elects to release all or a portion of its firm capacity, subject to the capacity release program contained in Section 34 of the GT&C.
- 1.19 The term "Replacement Shipper" shall mean any Shipper who acquired capacity rights from a Releasing Shipper through Transporter's capacity release program as contained in Section 34 of the General Terms and Conditions.
- 1.20 The terms "Service Agreement", "Transportation Service Agreement" and "TSA" shall mean the contract between Transporter and Shipper setting forth rights and obligations of the parties with respect to the transportation of Natural Gas.
- 1.21 The term "Shipper" shall mean that Party on whose behalf Gas is being Transported.
- 1.22 The term "thermally equivalent" shall mean an equal number of Btu's.
- 1.23 The terms "Transporter", "Transportation Service Provider" and "Mojave" shall mean Mojave Pipeline Company.

GENERAL TERMS AND CONDITIONS  
(Continued)

2. QUALITY OF GAS

2.1 Quality Standards: The gas which Transporter delivers hereunder to Shipper and the gas which Shipper delivers hereunder to Transporter for transport shall be merchantable gas, at all times complying with the following quality requirements:

- (a) Heating Value: The gas delivered hereunder shall have a gross heating value of not less than nine hundred seventy (970) Btu's per cubic foot. Transporter may, however, with the consent of Shipper, deliver gas at a gross heating value of less than nine hundred seventy (970) Btu's per cubic foot.
- (b) Dust, Gums and Objectionable Substances: The gas shall be commercially free from sand, dust, gums, crude oil, impurities and other objectionable substances which may be injurious to pipelines or which may interfere with its transmission through pipelines or its commercial utilization.
- (c) Hydrocarbon Dew Point: The gas shall not have a hydrocarbon dew-point in excess of twenty degrees (20°) Fahrenheit at pressures up to six hundred (600) psig.
- (d) Total Sulfur: The gas shall not contain more than three-quarters (3/4) grain of total sulfur per one hundred (100) cubic feet.
- (e) Hydrogen Sulfide: The gas shall not contain more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet.
- (f) Mercaptan Sulfur: The gas shall not contain more than three-tenths (0.3) grain of mercaptan sulfur per one hundred (100) cubic feet.
- (g) Carbon Dioxide: The gas shall not contain more than three percent (3%) by volume of carbon dioxide.
- (h) Diluents: The total of the carbon dioxide, nitrogen and other diluent components shall not be in excess of four percent (4%) by volume.

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**First Revised Sheet No. 205** First Revised Sheet No. 205

Superseding: Original Sheet No. 205

GENERAL TERMS AND CONDITIONS  
(Continued)

2. QUALITY OF GAS (Continued)

2.1 Quality Standards: (Continued)

- (i) Liquids: The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered. The gas shall in no event contain more than seven (7) pounds of water vapor per one million (1,000,000) cubic feet.
- (j) Temperature: The gas shall have a temperature not less than fifty degrees (50°) Fahrenheit nor in excess of one hundred five degrees (105°) Fahrenheit.
- (k) Oxygen: The gas shall be as free of oxygen as it can be kept through the exercise of all reasonable precautions, and shall not in any event contain more than two-tenths percent (0.2%) by volume of oxygen.

2.2 Reserved.

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**First Revised Sheet No. 206** First Revised Sheet No. 206

Superseding: Original Sheet No. 206

GENERAL TERMS AND CONDITIONS  
(Continued)

2. QUALITY OF GAS (Continued)

- 2.3 Shipper's Failure to Meet Specifications. Should any Gas tendered by Shipper to Transporter hereunder fail at any time to conform to any of the specifications of this section, Transporter shall notify the Shipper responsible for any such failure, and Transporter may suspend all or a portion of the receipt of any such Gas which may jeopardize Transporter's ability to meet its obligations to its other Shippers or endanger the safe operation and integrity of Transporter's System. Transporter shall be relieved of its obligations hereunder to the extent of rightful suspension for the duration of such time as such off-specification Gas tendered by such Shipper does not meet the specifications; provided, however, such suspension by Transporter shall not relieve Shipper of its payment obligations hereunder. Upon receipt of notice by Transporter, Shipper shall, at its expense, make a diligent effort to correct such failure by treatment, heating, cooling, or dehydration consistent with prudent operation so as to tender Gas conforming to the specification in GT&C Section 2.1.
- 2.4 Transporter may accept any Gas that does not meet the specifications set forth in Section 5.1 on a short-term basis for operational reasons which may include plant start-ups, plant upsets, or line freeze-offs.



GENERAL TERMS AND CONDITIONS  
(Continued)

2. QUALITY OF GAS (Continued)

- 2.5 Waiver of Quality Specifications. Transporter, in its reasonable discretion and judgment, may waive the Gas quality specifications at any receipt point to accept Gas that does not conform to the quality specifications set forth in Section 2.1 of the General Terms and Conditions, if Transporter determines that such acceptance will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such Gas does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such Gas does not adversely affect Transporter's ability to tender Gas for delivery to a downstream pipeline or end-user. Transporter may post waivers on its EBB at its discretion and will report waivers in accordance with Part 358 of the Commission's Regulations.
- 2.6 Commingling. Gas delivered by Shipper will be commingled with the Gas of other Shippers in the system. Accordingly, Shipper's Gas shall be subject to such changes in gross Heating Value and other specifications as may result from such commingling.
- 2.7 Biomethane. Biomethane refers to the portion of biogas that has been cleaned of other gases from sources that may include feedstock waste, landfill gas, wastewater treatment operations, co-digestion facilities. Biomethane must be free from bacteria, pathogens, and any other substances injurious to utility facilities or that would cause the gas to be unmarketable and it shall conform to all gas quality specifications in this Section 2 of the GT&C.
- 2.8 Delivery Point Obligations. Upon mutual agreement between Transporter, the downstream Interconnecting Party, and other affected parties, Transporter may temporarily deliver Gas that does not conform to the quality specifications set forth in Section 2.1 of the GT&C, if Transporter, in its reasonable operational judgment and in a not unduly discriminatory manner, determines that such delivery of Gas will not interfere with Transporter's ability to: (1) maintain prudent and safe operation of part or all of Transporter's pipeline system, (2) ensure that such agreement does not adversely affect Transporter's ability to provide service to others, and (3) ensure that such agreement does not adversely affect Transporter's ability to tender Gas for delivery to another downstream pipeline or end-user. Transporter may post waivers on its EBB at its discretion and will report waivers in accordance with Part 358 of the Commission's Regulations.

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*FERC Docket: RP10-330-000*

**Original Sheet No. 206B** Original Sheet No. 206B

GENERAL TERMS AND CONDITIONS  
(Continued)

2. QUALITY OF GAS (Continued)

- 2.9 Merchantability. Transporter will not be required to schedule delivery of gas into its system at any receipt point if a downstream pipeline or third party refuses to confirm the nomination because the gas fails to satisfy the downstream pipeline's gas quality standards.

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASURING EQUIPMENT

- 3.1 Unless otherwise agreed between Transporter and Operator/Interconnecting Party, Transporter will install, maintain, operate or cause to be installed, maintained and operated, measuring stations equipped with flow meters and other necessary metering and measuring equipment by which the volumes of Gas received and delivered hereunder shall be determined. Subject to the terms of the interconnect agreement at Transporter's sole election, Shipper may install check-measuring equipment at its own cost and expense, provided such equipment shall be so installed as not to interfere with the operations of Transporter. The measurement equipment of Shipper shall be for check purposes only and, except as expressly provided in the applicable interconnect agreement, shall not be used in the measurement of Gas for purposes of the Agreement.
- 3.2 Orifice Meters. Orifice meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 3 "Orifice Metering of Natural Gas."
- 3.3 Ultrasonic Meters. Ultrasonic meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report NO. 9 "Measurement of Gas by Multipath Ultrasonic Meters."
- 3.4 Positive Displacement Meters. Positive displacement meters shall be installed and Gas volumes computed in accordance with generally accepted industry practices.
- 3.5 Electronic Flow Computers. Electronic flow computers shall be used for direct computation of Gas flows for custody transfer in accordance with the standards prescribed in API 21.1.

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*FERC Docket: RP10-330-000*

**First Revised Sheet No. 208** First Revised Sheet No. 208

Superseding: Original Sheet No. 208

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASURING EQUIPMENT (Continued)

- 3.6 New Measurement Techniques. If, at any time, a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted by Transporter in exercise of its reasonable judgment provided that the new method or technique reflects generally accepted industry practices. Transporter shall promptly inform all Shippers of any new technique adopted.
- 3.7 Calibration and Test of Meters. The accuracy of all measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but neither Shipper nor Transporter shall be required to verify the accuracy of such equipment more frequently than once in any 30-Day period. If either party at any time desires a special test of any measuring equipment, it will promptly notify the other, and the parties shall then cooperate to secure a prompt verification of the accuracy of such equipment.
- 3.8 Correction of Metering Errors. If, upon test, the measuring equipment is found to be in error by not more than one percent (1%), previous recordings of such equipment shall be considered accurate in computing deliveries, but such equipment shall be adjusted at once to record accurately. If, upon test, the measuring equipment shall be found to be inaccurate by an amount exceeding one percent (1%), at a recording corresponding to the average Hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period that is known definitely or agreed upon between Transporter and Shipper/Operator. In case the period is not known or agreed upon by Transporter and Shipper/Operator, such correction shall be for a period equal to one-half of the time elapsed since the date of the last test.

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**Original Sheet No. 208A** Original Sheet No. 208A

GENERAL TERMS AND CONDITIONS  
(Continued)

3. MEASURING EQUIPMENT (Continued)

- 3.9 Failure of Measuring Equipment. In the event any measuring equipment is out of service or is found registering inaccurately and the error is not determinable by test or by previous recordings, receipts or deliveries through such equipment shall be estimated and agreed to by the parties upon the first of the following methods which is feasible:
- (a) By correcting the error if the percentage of error is ascertainable by calibration, special test, or mathematical calculation.
  - (b) By using the registration of any check meter or meters, if installed and accurately registering.
  - (c) By estimating the quantity of receipt or delivery based on receipts or deliveries during preceding periods under similar conditions when the measuring equipment was registering accurately.
- 3.10 Turbine Meters. Turbine meters shall be installed and Gas volumes computed in accordance with the standards prescribed in AGA Report No. 7 "Measurement of Natural Gas by Turbine Meter".

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FERC Docket: RP10-330-000

**First Revised Sheet No. 209** First Revised Sheet No. 209

Superseding: Original Sheet No. 209

GENERAL TERMS AND CONDITIONS  
(Continued)

4. MEASUREMENT BASE

- 4.1 Unit of Measurement and Metering Base - The volumetric measurement base shall be 1 cubic foot of Gas at a pressure base of 14.73 pounds per square inch absolute, at a temperature base of 60 degrees Fahrenheit, and without adjustment for water vapor.

The cutoff for closing measurement is five Business Days after the business Month (NAESB WGQ Standard 2.3.7). Measurement data that is missing or late at the cutoff is to be estimated pursuant to NAESB WGQ Standard 2.3.13. For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production Month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business Month (NAESB WGQ Standard 2.3.11). For reporting measurement prior period adjustments, report it with the restated line item with the new total quantity for the Day and Month (NAESB WGQ Standard 2.3.12).

- 4.2 Measurement data corrections shall be performed pursuant to NAESB WGQ Standard 2.3.14. Measurement data corrections should be processed within 6 Months of the production Month with a 3-Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by this standard (NAESB WGQ Standard 2.3.14). This 3-Month rebuttal period shall begin with the interested party issuing a written notification that a measurement dispute exists. These disputes will apply to measurement errors that involve quantities for which Transporter has direct custody transfer responsibilities, as well as volumes measured by other companies that have been audited by Transporter.
- 4.3 Measurement data available upstream of aggregated points should be sent to the allocating party and used to allocate the aggregated volume back to the upstream points (NAESB WGQ Standard 2.3.8).
- 4.4 Transporter's measurement information provided via electronic delivery mechanism (EDM) shall conform to the requirements of the Data Dictionary standards as set forth in NAESB WGQ Standards 2.4.4 and 2.4.5.

GENERAL TERMS AND CONDITIONS  
(Continued)

4. MEASUREMENT BASE (Continued)

- 4.5 Atmospheric Pressure. For the purpose of measurement, calculation and meter calibration, the average absolute atmospheric (barometric) pressure shall be based on the actual altitude of each point of measurement irrespective of variations in natural atmospheric pressure from time to time.
- 4.6 Temperature. The temperature of the Gas shall be determined at the points of measurement by means of a properly installed temperature transmitter of standard manufacture determined by Transporter in exercise of its reasonable judgment to be installed in accordance with the recommendations contained in API 14.3 and 21.1 First Edition (Orifice Metering of Natural Gas). In the event electronic computer measurement is used, average daily temperature will be computed as a running average of data determined during each computer scan.
- 4.7 Determination of Heating Value and Specific Gravity. The gross Heating Value and specific gravity of the Gas may be determined by Gas chromatographic analysis or any other method mutually agreed upon. This shall be done by either a Gas sample or by an on-line Gas chromatograph. In the event a spot or continuous Gas sampling device is used, intervals mutually agreed upon should not be less than every Month. The determination of gross Heating Value and specific gravity from chromatograph shall input continuously into the computer for quantity calculations. In the event a spot or continuous Gas sampler is installed, then the gross Heating Value and specific gravity shall be determined in the laboratory by chromatograph and will be used from the date the analysis is downloaded into the flow computer until the date the next sample is analyzed and downloaded to the flow computer. All gross Heating Value and specific gravity determinations made with a chromatograph shall use physical Gas constants for Gas compounds, as outlined in AGA 5 with any subsequent amendments or revisions to which the parties may mutually agree.
- 4.8 Compressibility. The measurement hereunder shall be corrected for deviation from Boyle's law in accordance with AGA Report No. 8, as amended from time to time.

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*FERC Docket: RP10-330-000*

**Second Revised Sheet No. 211** Second Revised Sheet No. 211

Superseding: First Revised Sheet No. 211

GENERAL TERMS AND CONDITIONS  
(Continued)

5. INSPECTION OF EQUIPMENT AND RECORDS

- 5.1 Inspection of Equipment and Data: The reading, calibrating, and adjusting of electronic computer components and/or mechanical recording instruments thereof shall be done only by the equipment owner or such owner's representative, unless otherwise agreed upon. Both Transporter and Shipper shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment; provided, however, failure of either Transporter or Shipper to witness such an operation shall not affect the validity of such operation in any way. Unless the parties otherwise agree, each party shall preserve all original test data, charges and other similar records in such party's possession, for a period of time prescribed by NAESB Standard 4.3.4.
- 5.2 Information for Billing: When information necessary for billing by Transporter is in the control of Shipper, Shipper shall furnish the actual information to Transporter on or before the fifth business day of the month following the billing month.
- 5.3 Verification of Computations: The records for measuring equipment shall remain the property of their owner, but upon request, each party will submit within 10 Days to the other its records, together with calculations therefrom, for inspection, subject to return within 30 Days after receipt thereof.



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*FERC Docket: RP09-17-000*

**Third Revised Sheet No. 212** Third Revised Sheet No. 212

Superseding: Second Revised Sheet No. 212

GENERAL TERMS AND CONDITIONS  
(Continued)

6. BILLING

- 6.1 The imbalance statement should be rendered prior to or with the invoice, and the transportation invoice should be prepared on or before the 9th business day after the end of the production month. Rendered is defined as postmarked, time-stamped, and delivered to the designated site. (NAESB Standard 3.3.14)
- (a) Invoices shall be deemed rendered when Transporter posts notification on its EBB that invoices are final unless the Shipper has elected to have invoices rendered via U.S. Mail. If the Shipper elects to have invoices rendered via U.S. Mail, then Shipper's invoice shall be deemed rendered when Transporter places such invoice in the U.S. Mail service with sufficient postage for delivery to the person and address designated pursuant to the applicable Service Agreement.
  - (b) A Shipper may request a complimentary e-mail notification of posting of the invoice on the EBB, provided that it is the Shipper's responsibility to maintain current e-mail information on Transporter's EBB to ensure delivery.
  - (c) A Shipper may elect to change its invoice delivery mechanism by notifying Transporter before the end of the month to be effective for the next billing cycle.

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**First Revised Sheet No. 213** First Revised Sheet No. 213 : Effective  
Superseding: Original Sheet No. 213

GENERAL TERMS AND CONDITIONS  
(Continued)

7. PAYMENT

- 7.1 Payment: On or before the twenty-fifth (25th) day of each month following the billing month, or the next business day in the event the twenty-fifth (25th) day is a weekend or holiday, Shipper shall pay Transporter by wire transfer of federal funds, the amount of the bill rendered by Transporter for the billing month in accordance with Section 6.1. Any payment shall be considered to have been made on the date such payment is transferred by Shipper to the address designated by Transporter.
- 7.2 Interest on Unpaid Amounts: Should Shipper fail to pay the amount of any bill rendered by Transporter when such amount is due, interest shall accrue thereon at a rate of interest equal to the then effective rate computed in the manner set forth in Section 154.501(d)(1) of the Commission's Regulations. Transporter shall not bill interest when such amount is less than \$100.
- 7.3 Remedies for Failure to Pay: If such failure to pay continues for sixty (60) days after payment is due, Transporter, in addition to any other remedy it may have, may (subject to obtaining requisite regulatory approval) suspend further delivery of gas until such amount is paid unless Shipper in good faith disputes the amount claimed.
- 7.4 Late Billing: If presentation of a bill by Transporter is delayed after the due date, then the time for payment shall be extended correspondingly unless Shipper is responsible for such delay.
- 7.5 Adjustment of Billing Error: In the event an error is discovered in any bill rendered by Transporter, the amount of such error shall be adjusted, provided that claim therefore shall have been made within six months from the date such bill was rendered. The adjustment shall be made (after a rebuttal period of three months, except in the case of deliberate omission or misrepresentation or mutual mistake of fact) within thirty (30) days of the determination of such error.

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**Original Sheet No. 214** Original Sheet No. 214 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

8. NOTICE OF CHANGES IN OPERATING CONDITIONS

Transporter and Shipper shall notify each other from time to time as necessary of expected changes in the rates of delivery or receipt of gas, or in the pressures or other operating conditions, and the reason for such expected changes, to the end that the other party may be prepared to meet them when they occur.

GENERAL TERMS AND CONDITIONS  
(Continued)

9. REQUESTS FOR TRANSPORTATION SERVICE

- 9.1 Valid requests for service under Rate Schedules FT-1, IT-1, or PAL shall be made using the electronic execution of agreements procedures of this Tariff or by providing the following information in writing to Mojave Pipeline Company. Attention: Director, Transportation Marketing Department at the following address: Post Office Box 1087, Colorado Springs, Colorado 80944.

- (a) Identification of Shipper:
  - (i) Shipper's legal name, DUNS number, and principal place of business.
  - (ii) Shipper's business address for notices and billing.
  - (iii) Shipper's telephone number.
  - (iv) Shipper's status (e.g. producer, end-user, local distribution company, interstate, intrastate or Hinshaw Pipeline, or other).
  - (v) List of names, titles and telephone numbers of all employees or agents of Shipper authorized to submit nominations.
  - (vi) List of names, titles and telephone numbers of all employees or agents of Shipper authorized to perform day-to-day dispatching.
- (b) Character of service requested (firm, interruptible, lending, or parking).
- (c) Maximum Daily Quantity for service requested stated in MMBtus per day, and total contract volume of gas requested to be transported over the life of the contract stated in MMBtus per day.
- (d) Requested date of commencement of service.
- (e) Requested term of service.
- (f) Requested receipt point(s) identified by NAESB Common Code and legal description and Maximum Quantities requested at each receipt point.

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*FERC Docket: RP10-330-000*

**Second Revised Sheet No. 216** Second Revised Sheet No. 216

Superseding: First Revised Sheet No. 216

GENERAL TERMS AND CONDITIONS  
(Continued)

9. REQUESTS FOR TRANSPORTATION SERVICE (Continued)

9.1 (Continued)

- (g) Requested delivery point(s) identified by NAESB Common Code and legal description and quantity requested at each delivery point.
- (h) Reserved.
- (i) Whether any party to the transaction is a marketing affiliate of Transporter, either as Shipper, supplier, or as the person for whom service is provided and, if so, the extent of that affiliation.
- (j) Reserved.
- (k) A letter from Shipper certifying that Shipper has title or good right to deliver the gas to be transported on Transporter's system or has a current contractual right to acquire the same, and certifying that Shipper has secured or will have secured, prior to commencement of service, all necessary arrangements for upstream and downstream transportation, if applicable.
- (l) A letter from Shipper identifying whether the gas to be transported is destined for the system supply of a local distribution company, interstate, intrastate, or Hinshaw Pipeline Company, which company Shipper shall identify, or for an end-user. At Shipper's option, this information may be provided either at the time of request or prior to commencement of deliveries.

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**Second Revised Sheet No. 217** Second Revised Sheet No. 217

Superseding: First Revised Sheet No. 217

GENERAL TERMS AND CONDITIONS  
(Continued)

9. REQUESTS FOR TRANSPORTATION SERVICE (Continued)

9.1 (Continued)

- (m) If Shipper requests service on behalf of a third party, Shipper shall submit a copy of an executed Agreement between Shipper and the third party which authorized Shipper to act on behalf of the third party to secure the transportation service requested. Shipper shall provide the name, address, telephone number and status (e.g. LDC, producer, etc.) of the third party.

For Shipper's convenience, standardized service request forms shall be available from Transporter.

Requests for service which do not include all of the above-referenced information shall be deemed null and void.

- 9.2 In lieu of submitting a valid request for service pursuant to Section 9.1, any Shipper other than an affiliate of Transporter may negotiate with Transporter either a Service Agreement or another form of agreement, such as a precedent agreement, providing for transportation services to be rendered under Rate Schedules FT-1, IT-1 and/or PAL and for a specified amount of capacity or a level of service thereunder. In such event, the valid request date used to establish priority of service shall be the date of the execution of the Service Agreement or the other agreement, whichever is earliest. Shipper may, at any time during negotiations with Transporter, establish a valid request date by submitting a valid request for delivery pursuant to Section 9.1.

GENERAL TERMS AND CONDITIONS  
(Continued)

9. REQUESTS FOR TRANSPORTATION SERVICE (Continued)

9.3 Service Requests.

- (a) Transporter may grant requests for firm service on a not unduly discriminatory basis within the following time periods and subject to the below listed conditions:
  - (i) For service with a term of one year or longer, the service must be requested to begin no later than three months from the date the request is granted;
  - (ii) For service with a term greater than three months but less than one year, the service must be requested to begin no later than one month from the date the request is granted;
  - (iii) For service with a term of three months or less, the service must be requested to begin no later than ten business Days from the date the request is granted.
- (b) Transporter will consider, on a not unduly discriminatory basis, requests for firm service outside of the above specified time periods if the request involves any of the following conditions:
  - (i) The request is associated with an open season;
  - (ii) The request involves capacity that is available due to the termination of an existing contract or the reduction of contracted volume under an existing contract; or
  - (iii) The request involves the modification or construction of facilities or the issuance of any necessary certificate authorization.

GENERAL TERMS AND CONDITIONS  
(Continued)

9. REQUESTS FOR TRANSPORTATION SERVICE (Continued)

9.3 Service Requests (Continued)

- (c) Should Transporter conduct an open season, it will post a notice of availability of the uncontracted-for capacity on its EBB to afford all potential Shippers an opportunity to acquire the capacity. Any party wishing to purchase the capacity, and who meets Transporter's creditworthiness requirements, may participate in the open season. Transporter will award the capacity on a net present value basis using nondiscriminatory and objective posting and evaluation criteria specified in the notice of open season. When an open season is being conducted, all applicable requests for service will be treated under this open season process.
- (d) Transporter will conduct an open season (involving either an open offer to sell capacity or a pre-arranged transaction) if it wishes to sell capacity where the requested start date extends one year or more into the future. The open season will comply with the requirements of Section 9.3(c) above.
- (e) If Transporter sells firm capacity pursuant to Section 9.3(b) (i), capacity will be made available to other shippers on an interim basis up to the commencement date of the prospective firm transportation service agreement. Where the requested start date of the prospective capacity extends more than one year into the future and the interim capacity would otherwise be eligible for the right of first refusal ("ROFR") if it is acquired at the maximum applicable tariff rate, Transporter will limit the ROFR rights of such interim capacity. If ROFR rights are limited, the transportation service agreement will note the limitation.



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*FERC Docket: RP10-330-000*

**Fifth Revised Sheet No. 218** Fifth Revised Sheet No. 218

Superseding: Fourth Revised Sheet No. 218

GENERAL TERMS AND CONDITIONS  
(Continued)

10. SCHEDULING OF DELIVERIES

- 10.1 Transporter shall schedule all firm transportation quantities prior to the scheduling of any interruptible quantities. For scheduling priority purposes only, capacity released at a rate that exceeds the maximum reservation rate shall be deemed equivalent to the maximum reservation rate.

Transportation quantities shall be scheduled in accordance with the following priorities:

- (a) Firm transportation quantities within Shipper's Maximum Daily Quantity under the FT-1 Rate Schedule.
- (b) Authorized Overrun Quantities under the FT-1 Rate Schedule, as defined in Section 12 of said Rate Schedule, and Interruptible transportation quantities within Shipper's Maximum Daily Quantities under the IT-1 Rate Schedule.
- (c) Authorized Overrun Quantities under the IT-1 Rate Schedule, as defined in Section 11 of said Rate Schedule.
- (d) Authorized Parking and Lending Service quantities under Rate Schedule PAL, respectively.
- (e) Authorized Overrun Quantities under the PAL Rate Schedule, as defined in Section 4.3 of said Rate Schedule.

Scheduling within categories (a) through (c) above will be on a first come, first served basis, based on the Shipper's valid request for service date established pursuant to Section 9 of these General Terms and Conditions. Scheduling for category (d) and (e) volumes will be by reference to the rate being paid with the highest rate being scheduled first. Shippers paying the same rate shall be allocated on a pro rata basis based on the daily scheduled quantity.

Shippers with a common valid request for service date under priority (a) above will be scheduled based on the total Aggregate Rate as set forth on Exhibit B to each Shipper's Service Agreement. Shippers under priorities (b) and (c) above will be scheduled, based on the Transportation Charge as set forth on Exhibit B to each Shipper's Service Agreement.

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**Third Revised Sheet No. 219** Third Revised Sheet No. 219 : Effective

Superseding: Second Revised Sheet No. 219

GENERAL TERMS AND CONDITIONS

(Continued)

10. SCHEDULING OF DELIVERIES (Continued)

10.2 Transporter shall support the NAESB WGQ Standard 1.3.2 nomination cycles, as modified for the extension of the nomination periods for an additional fifteen minutes.

- (i) The Timely Nomination Cycle: 11:45 a.m. for nominations leaving control of the nominating party; 12:00 p.m. for receipt of nominations by the Transporter (including from Title Transfer Tracking Service Providers ("TTTSPs")); noon to send Quick Response; 3:30 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 4:30 p.m. for receipt of scheduled quantities by shipper and point operator (central clock time on the day prior to flow).
- (ii) The Evening Nomination Cycle: 6:15 p.m. for nominations leaving control of the nominating party; 6:30 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 6:30 p.m. to send Quick Response; 9:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 10:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the day prior to flow).

Scheduled quantities resulting from an Evening Nomination that does not cause another Service Requester on Transporter's system to receive notice that it is being bumped should be effective at 9:00 a.m. on gas day; and when an Evening Nomination causes another Service Requester on Transporter's system to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 a.m. on gas day.

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**Second Revised Sheet No. 219A** Second Revised Sheet No. 219A : Effective

Superseding: First Revised Sheet No. 219A

GENERAL TERMS AND CONDITIONS

(Continued)

10. SCHEDULING OF DELIVERIES (Continued)

10.2 (Continued)

- (iii) The Intraday 1 Nomination Cycle: 10:15 a.m. for nominations leaving control of the nominating party; 10:30 a.m. for receipt of nominations by the Transporter (including from TTTSPs); 10:30 a.m. to send Quick Response; 1:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 2:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (central clock time on the gas day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 p.m. on gas day.
- (iv) The Intraday 2 Nomination Cycle: 5:15 p.m. for nominations leaving control of the nominating party; 5:30 p.m. for receipt of nominations by the Transporter (including from TTTSPs); 5:30 p.m. to send Quick Response; 8:00 p.m. for receipt of completed confirmations by Transporter from upstream and downstream connected parties; 9:00 p.m. for Transporter to provide scheduled quantities to affected shippers and point operators (central clock time on the gas day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 p.m. on gas day. Bumping is not allowed during the Intraday 2 Nomination Cycle.
- (v) For purposes of Section 10.2(ii), (iii), and (iv), "provide" shall mean, for transmittals pursuant to Standards 1.4.x, receipt at the designated site, and for purposes of other forms of transmittal, it shall mean send or post.
- (vi) The Timely Nomination/Intraday Nomination Model of NAESB Standard 1.3.2(vi), as modified for the extension of the nomination periods for an additional fifteen minutes, is incorporated by reference.

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**Third Revised Sheet No. 219B** Third Revised Sheet No. 219B

Superseding: Second Revised Sheet No. 219B

GENERAL TERMS AND CONDITIONS  
(Continued)

10. SCHEDULING OF DELIVERIES (Continued)

10.2 (Continued)

(vii) Section 284.10(c)(1)(i): In compliance with the Commission's Regulations, Transporter will 1) give scheduling priority to an intra-day nomination submitted by a firm shipper over nominated and scheduled volumes for interruptible shippers, 2) provide the interruptible shipper with advance notice of any reduction resulting from an intra-day nomination, and 3) indicate whether daily penalties will apply for the gas day for which quantities are reduced (NAESB Standard 1.3.51). Intra-day nominations submitted on the day prior to gas flow will take effect at the start of the gas day at 9:00 a.m. (central clock time).

(viii) Bumping Notice Procedures: Transportation Service Providers should provide affected parties with notification of intraday bumps, operational flow orders and other critical notices through the affected party's choice of Electronic Notice Delivery mechanism(s) (NAESB Standard 5.3.34). Electronic Notice Delivery is the term used to describe the delivery of notices via Internet E-mail and/or EDI/EDM (NAESB Standard 5.2.2).

10.3 Intra-day Scheduling - Shippers may each day submit intra-day nominations in accordance with the applicable NAESB standards. Intra-day nominations may be used to request increases or decreases in total flow, changes to receipt points, or changes to delivery points of scheduled gas. Shippers may request the transportation of additional quantities or reduce previously scheduled quantities. Transporter will schedule such requests using the scheduling priorities set forth in this Tariff, except that a Releasing Shipper's request to recall released capacity may result in the reduction of a Replacement Shipper's previously scheduled quantities. An intra-day scheduling transaction may change another Shipper's scheduled transaction in accordance with the applicable NAESB standards.

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GENERAL TERMS AND CONDITIONS  
(Continued)

10. SCHEDULING OF DELIVERIES (Continued)

10.4 Pooling

- (a) Transporter shall provide one or more pools for purposes of facilitating the aggregation and disaggregation of gas received into its system. The process of aggregating and disaggregating gas receipts shall be deemed pooling.
- (b) At a minimum, Transporter should be responsible for accommodating Title Transfer Tracking ("TTT") services at all points identified by the Transporter as pooling points, where TTT services are requested. In absence of existing pooling points or in addition to existing pooling points where access to TTT activity is not reasonably accessible for supply receipt locations covered by an OBA, Transporter should be responsible for accommodating TTT at no less than one location. (NAESB Standard 1.3.64)
- (c) The Title Transfer Tracking services should be supported by means of the nominations, quick responses and scheduled quantities processes. At Transporter's election, the confirmation process may also be utilized with Title Transfer Tracking Service Providers within Transporter's system. (NAESB Standard 1.3.65)
- (d) Transporter shall provide service as a Title Transfer Tracking Provider ("TTTSP") at its designated pooling points. Parties wishing to transfer title to other parties using Transporter's TTT services must hold a pooling account with Transporter. Third Party Account Administrators ("3PADS") must hold a pooling account with Transporter and must follow the procedures and requirements for nominations, quick responses and scheduled quantities.

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**Second Revised Sheet No. 220A** Second Revised Sheet No. 220A

Superseding: First Revised Sheet No. 220A

GENERAL TERMS AND CONDITIONS  
(Continued)

11. CURTAILMENTS AND INTERRUPTIONS

When Transporter temporarily needs to curtail or interrupt service to Shipper hereunder in any portion of the said pipeline system due to Force Majeure events or for the purpose of making necessary alterations or repairs thereon, Transporter shall give Shipper as much notice as possible up to the amount of time specified in Shipper's Service Agreement, but not less than forty-eight (48) hours except in case of emergency. Transporter shall endeavor to arrange such curtailments or interruptions so as to inconvenience Shipper as little as possible and to continue same only for such time as is necessary.

Service shall be curtailed as follows:

- (a) Last - Firm transportation quantities within Shipper's Maximum Daily Quantity under FT-1 Rate Schedule.
- (b) Fourth - Interruptible transportation quantities within Shipper's Daily Quantities under IT-1 Rate Schedule and Authorized Overrun Quantities under FT-1 Rate Schedule, as defined in Section 12 of said Rate Schedule.
- (c) Third - Authorized Overrun Quantities under IT-1 Rate Schedule, as defined in Section 11 of said Rate Schedule.
- (d) Second - Authorized Parking and Lending Service volumes under Rate Schedule PAL, respectively.
- (e) First - Authorized Overrun Quantities under Rate Schedule PAL, as defined in Section 4.3 of said Rate Schedule.

Curtailments within category (a) above will be on a pro rata basis, established by reference to each Shipper's Maximum Daily Quantity. Curtailments within categories (b) and (c) above will be based on a first come, first served basis established by reference to each Shipper's valid request date for the service being curtailed. Curtailments within categories (d) and (e) above will be by reference to the rate being paid with the lowest rate being curtailed first. Shippers paying the same rate shall be allocated on a pro rata basis based on the daily scheduled quantity.

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Original Sheet No. 221 Original Sheet No. 221 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

12. FORCE MAJEURE

- 12.1 If either party shall fail to perform any obligation imposed upon it by these General Terms and Conditions or by an executed Service Agreement, and such failure shall be caused, or materially contributed to, by: any acts of God; strikes; lockouts; or other industrial disturbances; act of public enemies; sabotage; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; floods; storms; fires; washouts; arrests and restraints of rulers and peoples; civil disturbances; explosions; breakage of or accidents to machinery or lines of pipe, materials or equipment; the failure of any of Shipper's gas suppliers to deliver gas, or failure of Shipper to receive gas, in accordance with its obligations if such failure is occasioned by an event or occurrence of the character described in this Section as constituting force majeure; any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means; any act or omission whether of the kind herein enumerated or otherwise not within the control of the party invoking this Section and which by the exercise of due diligence such party could not have prevented, or shall be occasioned by the necessity for making repairs to or reconditioning machinery, equipment, or pipelines, not resulting from the fault or negligence of such party; such failure shall be deemed not to be a breach of the obligation of such party, but such party shall use reasonable diligence to put itself in a position to carry out its obligations. Nothing contained herein shall be construed to require either party to settle a strike or lockout by acceding against its judgment to the demands of the opposing parties.
- 12.2 No such cause affecting the performance of either party shall continue to relieve such party from its obligation after the expiration of a reasonable period of time within which by the use of due diligence such party could have remedied the situation preventing its performance, nor shall any such cause relieve either party from any obligation unless such party shall give notice thereof in writing to the other party with reasonable promptness; and like notice shall be given upon termination of such cause.
- 12.3 The obligations and liabilities of Shipper with respect to payment of the Reservation Fee under circumstances of non-delivery shall be negotiated by Transporter and Shipper and reflected in Shipper's Service Agreement. Except as explicitly provided

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**Original Sheet No. 222** Original Sheet No. 222 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

12. FORCE MAJEURE (Continued)

12.3 (Continued)

therein, such obligations and liabilities shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim that Shipper may have against the Transporter or any other person or entity (whether arising under the Service Agreement or otherwise), and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition that might constitute a legal or equitable discharge or defense of Shipper or any other reason (whether or not Shipper shall have any knowledge or notice thereof).



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**Original Sheet No. 223** Original Sheet No. 223 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

13. POSSESSION OF GAS AND RESPONSIBILITY

As between Transporter and Shipper, Shipper shall be deemed to be in control and possession of, and responsible for, all gas delivered to Transporter at the Point(s) of Receipt set forth in an executed Service Agreement, after which Transporter shall be deemed to be in control and possession of, and responsible for, such gas until it is delivered at the Point(s) of Delivery set forth in an executed Service Agreement.

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*FERC Docket: GT97- 60-000*

**Original Sheet No. 224** Original Sheet No. 224 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

14. WARRANTY OF TITLE

Shipper warrants that it will at the time of delivery have title to or good right to deliver all gas delivered by it to Transporter for transportation by Transporter free and clear of liens and encumbrances and adverse claim of every kind. Transporter warrants that at the time of delivery of such gas to Shipper such gas will be free and clear of all liens and encumbrances. Transporter and Shipper will each indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising out of the adverse claim of any person or persons to said gas for any taxes, licenses, fees, royalties or charges which are applicable prior to the time of delivery of such gas to such other party. Shipper will indemnify Transporter and save it harmless from all taxes and assessments levied and assessed upon the sale and delivery of such gas prior to and upon delivery of such gas to Transporter for transportation. Transporter will indemnify Shipper and save it harmless from all taxes and assessments levied and assessed upon the transportation and redelivery of such gas to Shipper.

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**Original Sheet No. 225** Original Sheet No. 225 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

15. LIABILITY OF PARTIES

Each party to an executed Service Agreement or Replacement Service Agreement shall bear responsibility for all of its own breaches, tortious acts, or tortious omissions connected in any way with the executed Service Agreement or Replacement Service Agreement causing damages or injuries of any kind to the other party or to any third party, unless otherwise expressly agreed in writing between the parties. Therefore, the offending party as a result of such offense shall hold harmless and indemnify the non-offending party against any claim, liability, loss, or damage whatsoever suffered by the non-offending party or by any third party. As used herein: the term "party" shall mean a corporation or partnership entity or individual and its officers, agents, employees and contractors; the phrase "damages or injuries of any kind" shall include without limitation, litigation expenses, court costs, and attorneys' fees, and the phrase "tortious acts or tortious omissions" shall include without limitation, sole or concurrent simple negligence, recklessness, and intentional acts or omissions.

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**Original Sheet No. 226** Original Sheet No. 226 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

16. GOVERNMENTAL REGULATIONS

These General Terms and Conditions, the Rate Schedules to which they apply and any executed Service Agreements are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

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**Second Revised Sheet No. 227** Second Revised Sheet No. 227

Superseding: First Revised Sheet No. 227

GENERAL TERMS AND CONDITIONS  
(Continued)

17. MISCELLANEOUS PROVISIONS

- 17.1 Non-Waiver of Future Default: No waiver by either party of any default by the other in the performance of any provisions of an executed Service Agreement shall operate as a waiver of any continuing or future default, whether of a like or different character.
- 17.2 Waivers of Past or Future Defaults. Transporter may, from time to time and on a not unduly discriminatory basis, waive any of its rights hereunder and compliance with the provisions of this Tariff. All such waivers shall be limited to past defaults or other past occurrences or case-by-case in advance waivers addressing specific, short-term operational problems.
- 17.3 Effect of Headings: The headings used through these General Terms and Conditions and in executed Service Agreements are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions of any paragraph nor to be deemed in any way to qualify, modify or explain the effects of any such terms or provisions.
- 17.4 Transporter's Policy on Delivery Laterals: Transporter shall construct, replace, or recondition laterals (at its own expense) to comply with contractual commitments, or to conform to Department of Transportation Regulations or other safety related requirements. Transporter shall also construct laterals, as requested by a Shipper, when that Shipper has agreed to reimburse Transporter for the construction and related costs. For purposes of this Section 17.4, "laterals" mean any pipeline extension (other than mainline extension) built from an existing pipeline facility to deliver gas to one or more customers, including new delivery points and enlargements or replacements of existing laterals.

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**Second Revised Sheet No. 228** Second Revised Sheet No. 228  
Superseding: First Revised Sheet No. 228

GENERAL TERMS AND CONDITIONS  
(Continued)

18. SERVICE AGREEMENT

- 18.1 Form: Shipper shall enter into a contract with Transporter under Transporter's appropriate standard form of Service Agreement.
- 18.2 Term: The term of the Service Agreement shall be agreed upon between Shipper and Transporter at the time of the execution thereof.
- 18.3 Execution: A Service Agreement may be executed electronically or in writing with one or more counterparts (delivery of which may be made by e-mail, facsimile or similar transmission), each of which shall be deemed an original, but all of which together shall constitute one and the same.

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Superseding: Original Sheet No. 229

GENERAL TERMS AND CONDITIONS  
(Continued)

19. PRESSURE

Deliveries by Shipper, or for Shipper's account, to Transporter shall be made at the point of receipt at the pressure set forth in an executed Service Agreement. Deliveries to the Shipper's system, or for Shipper's account, shall be made by Transporter at the point of delivery at the pressure set forth in an executed Service Agreement.

If mutually agreed upon in the Service Agreement, Transporter may commit to maximum and minimum receipt and/or delivery pressure levels on a not unduly discriminatory basis and, where necessary, upon specified conditions to ensure that such commitments do not have any adverse effects on Transporter's system. Transporter shall post on its EBB any agreed upon maximum and minimum receipt and/or delivery pressure commitments and any applicable operating conditions. Transporter shall not agree to a maximum or minimum receipt or delivery pressure that will render it unable to meet any of its firm obligations and, upon request, will provide a written explanation to the Shipper explaining the operational basis for rejecting any request for a maximum or minimum pressure.

Effective Date: 08/01/2003 Status: Effective

FERC Docket: RP00-338-002

**Substitute Second Revised Sheet No. 230** Substitute Second Revised Sheet No. 230 : Effective  
Superseding: First Revised Sheet No. 230

GENERAL TERMS AND CONDITIONS  
(Continued)

20. OPERATING TOLERANCES

20.1 Tolerance Levels:

- (a) It is recognized that receipts from Shipper and deliveries by Transporter may vary above or below the quantities scheduled on any day. Such variations shall be kept to the minimum permitted by operating conditions and shall be balanced as soon as practicable within the time provided in Shipper's Service Agreement, but in no event shall exceed an allowable daily variation of 10% of the scheduled quantities, and provided further that the cumulative net variations during any month above or below the quantities scheduled shall not exceed 2.5% of the sum of the scheduled quantities for each day of such month. Transporter and Shipper agree to correct any cumulative net variations from scheduled quantities as soon as practicable.
- (b) Transporter will use the following operational measures to assist shippers in keeping within allowed operating tolerances: (i) contacting customers that are currently out of daily balance to coordinate adjustments to their scheduled quantities and actual flows; (ii) offsetting, to the extent possible, packs and drafts on Transporter's system to minimize impact on customers; (iii) assessing results after the next intra-day scheduling cycle and contact customers that remain out of balance; and (iv) using flow control devices as necessary to maintain system integrity.

20.2 Critical Operating Procedures:

- (a) Transporter may post a Critical Period Alert when one or more of the following conditions have been triggered which threaten the system integrity of its pipeline: (i) when a system outage occurs; (ii) when extreme weather conditions develop; (iii) when line pack exceeds (above or below) operational tolerances; or (iv) when Transporter determines that Shippers' deviations from scheduled quantities adversely affect its ability to receive and deliver gas for its Shippers. Shippers will be required to take immediate action to bring their scheduled quantities and actual flows into balance.



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**Substitute First Revised Sheet No. 230A** Substitute First Revised Sheet No. 230A : Effective

Superseding: Original Sheet No. 230A

GENERAL TERMS AND CONDITIONS

(Continued)

## 20. OPERATING TOLERANCES

### 20.2 (Continued)

- (b) If the condition(s) continue to exist after the Alert has been in effect for one intraday scheduling cycle, Transporter may post on its EBB a notice making the Critical Period effective. Transporter agrees to provide as much advance notice as possible but, at a minimum, will give Shippers at least one intraday scheduling cycle to adjust quantities to meet the requirements of the Alert. The Critical Period shall be limited to the smallest area of the system so that the fewest number of Shippers are affected.
- (c) Transporter will post on its EBB, as soon as available, information about the status of the operational variables described above that determine when the Critical Period will begin and end. Transporter will lift the Critical Period when it determines that such conditions no longer threaten the system integrity of the pipeline.
- (d) While the Critical Period is in effect, an Unauthorized Overrun Gas charge will be assessed on those quantities defined in Sections 13 and 12 of Rate Schedules FT-1 and IT-1, respectively.
- (e) Transporter will post information on its EBB after the Critical Period is lifted that provides information on the factors that caused the Critical Period to be issued and then lifted.

20.3 Imbalance Netting: Netting of imbalances is defined as the combination of positive and negative contract imbalances for a Shipper. For purposes of resolving an imbalance on a Shipper's contracts, Transporter shall net Shipper's firm and interruptible imbalances, on a non-discriminatory basis, between contracts with such Shipper.

20.4 Imbalance Trading: Trading is the offsetting of Shipper imbalances between contracts belonging to different Shippers. Trading will always have the effect of reducing Shipper's contract imbalances. To assist Shipper in correcting imbalances, Mojave will permit Shippers and their agents to trade imbalances with other Shippers in accordance with this section. If Shipper desires to trade imbalances, Shipper must consent to Transporter posting Shipper's imbalance information on Transporter's EBB. During the first ten days of each month, Transporter will make such imbalance information from the previous month available on its EBB to all Shippers. Unless otherwise mutually agreed to by Transporter and Shipper, Shipper shall have until the close of business on the

GENERAL TERMS AND CONDITIONS  
(Continued)

20.4 Imbalance Trading: (Continued)

third business day prior to the end of the month to trade imbalances with other Shippers to reduce or eliminate any imbalances that have occurred during the previous month.

- (a) Once Shippers have agreed to trade imbalances, each Shipper must notify Transporter by submitting to Transporter by telecopy, or by other means approved by Transporter, a gas imbalance trading notice indicating the agreement to trade imbalances and the amount of imbalances to be traded. This notice to Transporter will be deemed to be the Shipper's direction to Transporter to make the imbalance trade on the Shipper's account. If the Shippers' notices coincide, Transporter will adjust Shippers' accounts to reflect the imbalance trade.
- (b) Shippers are responsible for making arrangements deemed necessary to finalize and document the imbalance trade. Transporter shall not be liable for any losses incurred by a Shipper if a Shipper is unable to complete an imbalance trade once Shipper has notified Transporter of its desire to make an imbalance trade.
- (c) Upon request by a Shipper, Transporter will actively market imbalances for the fee specified in the Statement of Rates, as negotiated between Transporter and Shipper.

20.5 Similar Imbalance Management Services: Transporter will provide its Shippers the opportunity to obtain similar imbalance management services from other providers and shall provide those Shippers using other providers access to transportation and other pipeline services without undue discrimination or preference.

20.6 Imbalance Resolution Upon Termination: Upon termination of a Service Agreement, any imbalance shall be eliminated through the procedures set forth in this section.

- (a) Within three-months after the Service Agreement terminated, Shipper may resolve any terminated Service Agreement imbalance associated with a terminated Service Agreement through the methods described above.
- (b) Any imbalance remaining three months after the Service Agreement terminated will be cashed out to eliminate the imbalance in accordance with Section 20.9.

GENERAL TERMS AND CONDITIONS  
(Continued)

20.6 Imbalance Resolution Upon Termination: (Continued)

- (c) The cash-out of terminated Service Agreement imbalances will not be required if a resolution to the imbalance is mutually agreed to in writing prior to the end of the three-month period of the month following the Service Agreement termination date. Any such written imbalance resolution will be agreed to on a not unduly discriminatory basis and posted on Transporter's EBB.

20.7 Inactive Service Agreement Imbalances: An inactive Service Agreement is defined as any Service Agreement with an imbalance that has remained unchanged for a consecutive three month period. Any such Inactive Service Agreement imbalance quantity will be cashed out in accordance with Section 20.8. Transporter will provide notice to the Inactive Service Agreement Shipper 30 days prior to the pending cash-out.

20.8 Cash-Out: The term "cash-out" shall refer to the valuation of an imbalance at a price pursuant to this section. Application of the cash-out process will result in a monetary value due to the Shipper or Transporter which upon payment, will result in reduction of the imbalance to zero.

Shippers shall have the opportunity to reduce the Service Agreement imbalance pursuant to the imbalance trading procedures above. Such reductions, if any, shall determine a final Service Agreement imbalance.

- (a) Transporter shall determine the imbalance quantity applicable to each terminated/Inactive Service Agreement.
- (b) The cash-out price will be the highest price for imbalances due Transporter and the lowest price for imbalances due Shipper, determined as the Bidweek Price published in Natural Gas Intelligence Bidweek Survey - Spot Gas Prices as the Southern California Border Average price, of either (i) the month in which the imbalance occurred; or (ii) the month in which the imbalance(s) is reconciled.
- (c) Cash-outs owed to the Shipper or Transporter will be the amount determined by multiplying the imbalance for the terminated/Inactive Service Agreement by the cash-out price.

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*FERC Docket: RP08-619-000*

**Original Sheet 230D** Original Sheet 230D

GENERAL TERMS AND CONDITIONS  
(Continued)

20.9 Transporter shall pay or credit the account, as appropriate, of Shipper for any cash-out amounts due Shipper for a terminated Service Agreement/Inactive Service Agreement. Shipper shall pay Transporter for any cash-out amounts due Transporter. Upon payment of the appropriate cash-out amounts, the imbalance amounts for the affected Service Agreement will be reduced to zero.

- (a) If the Shipper has an existing agreement with Transporter, credit will be given through invoice. If the Shipper does not have an existing agreement with Transporter, credit will be by cash.

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FERC Docket: RP07-310-001

**First Revised Sheet No. 231** First Revised Sheet No. 231 : Effective

Superseding: Original Sheet No. 231

GENERAL TERMS AND CONDITIONS

(Continued)

21. CREDITWORTHINESS

Prior to execution of a Transportation Service Agreement providing for service under Rate Schedules FT-1, IT-1, and PAL, Shipper shall be required to establish creditworthiness with Transporter. Transporter shall not be required to execute a Transportation Service Agreement providing for service under Rate Schedules FT-1, IT-1 or PAL on behalf of any Shipper who fails to meet Transporter's standards for creditworthiness or to initiate or continue service to a Shipper who fails to meet Transporter's standards for creditworthiness or to continue service to a Shipper who fails to pay Transporter for transportation service as provided for in Shipper's Transportation Service Agreement.

For purposes herein, the determination of Shipper's creditworthiness shall be based upon: (a) a credit rating of investment grade, defined as a rating of at least "BBB-" by Standard & Poor's Corporation, or a rating of at least "Baa3" by Moody's Investors Service, or (b) if Shipper is not rated by Standard & Poor's or Moody's, an equivalent rating of investment grade as determined by Transporter based on the financial rating methodology, criteria and ratios for the industry of the prospective Shipper as published by the above rating agencies from time to time, or (c) approval by the lenders providing the financing for Transporter's pipeline ("Lenders"). In the event that Transporter determines the Shipper does not have an equivalent rating of investment grade, Shipper may, at its own expense, obtain a private rating from Standard & Poor's or Moody's, or, as an alternative, request that an independent accountant or an independent financial consultant, mutually acceptable to Shipper and Transporter, prepare an equivalent evaluation based on the financial rating methodology, criteria and ratios for the industry of the prospective Shipper as published by the above rating agencies from time to time.

If Shipper fails to establish creditworthiness when required to do so, Shipper may still receive service under this rate schedule provided it either (a) furnishes and maintains for the term of the Transportation Service Agreement a written guarantee in a form satisfactory to Transporter and Transporter's Lenders from a third party which is creditworthy as determined above, or (b) furnishes other security acceptable to Transporter's Lenders.

To permit Transporter to conduct such review, any Shipper or prospective Shipper under this Rate Schedule shall, upon request by Transporter, render to Transporter complete audited financial statements prepared in accordance with generally accepted accounting principles or, for non-U.S.-based Shippers, prepared in accordance with equivalent principles.

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*FERC Docket: RP04-367-000*

**First Revised Sheet No. 232** First Revised Sheet No. 232 : Effective

Superseding: Original Sheet No. 232

GENERAL TERMS AND CONDITIONS  
(Continued)

22. GAS RESEARCH INSTITUTE FUNDING

- 22.1 Purpose: Transporter participates in the activities and financing of Gas Research Institute (GRI), an Illinois not for profit corporation. GRI has been organized for the purpose of sponsoring Research, Development and Demonstration (RD&D) programs in the field of natural and manufactured gas for the purpose of assisting all segments of the gas industry in providing adequate, reliable, safe, economic and environmentally acceptable gas service for the benefit of gas consumers and the general public.
- 22.2 "Check the Box" Procedure - Mojave has agreed to be a collection agent for shippers who voluntarily choose to support GRI programs through a "check the box" procedure on Mojave's invoices. If requested by the shipper, Mojave will collect and remit to GRI an amount specified by the shipper. The amounts collected pursuant to this procedure will not be part of Mojave's rates and the Commission will not review any such amounts or programs.
- 22.3 Remittance to GRI: Transporter shall remit to GRI all monies received by virtue of the GRI "check the box" mechanism.

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Reserved for future use.

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*FERC Docket: RP10-330-000*

**First Revised Sheet No. 234** First Revised Sheet No. 234

Superseding: Original Sheet No. 234

GENERAL TERMS AND CONDITIONS  
(Continued)

23. ANNUAL CHARGE ADJUSTMENT (ACA) CLAUSE

- 23.1 Purpose: The purpose of Section 23 is to establish an ACA Clause as permitted by Section 154.402 of the Federal Energy Regulatory Commission (Commission) Regulations under the Natural Gas Act, which allows a natural gas pipeline company to adjust its rates annually to recover from its customers annual charges assessed it by the Commission under Part 382 of the Commission's Regulations.

This Section establishes an ACA unit charge to be applicable to the following rate schedules:

Rate Schedule FT-1 - Firm Transportation  
Rate Schedule IT-1 - Interruptible Transportation

The Company shall not recover the annual charges assessed by the Commission and recorded in FERC Account No. 928 in a NGA Section 4 rate case for any time period during which this ACA Clause is in effect.

- 23.2 Basis of the ACA Unit Charge: The Rate Schedules specified in Section 23.1 herein shall include an ACA unit charge. Such ACA unit charge shall be that annual charge unit rate, adjusted to Company's pressure base and heating value, as appropriate, which shall be authorized by the Commission each fiscal year. Changes to the ACA unit charge shall be filed annually to reflect the annual charge unit rate authorized by the Commission for such fiscal year. The ACA unit charge shall be reflected on the Statement of Rates.
- 23.3 Filing Procedure: The notice period and proposed effective date of filings pursuant to this subsection shall meet the requirements of Section 154.207 of the Commission Regulations, unless, for good cause shown, a lesser notice period and different effective date is allowed by valid Commission order.



GENERAL TERMS AND CONDITIONS  
(Continued)

24. CREDITING OF PENALTIES

- 24.1 Unauthorized Overrun Gas. Transporter shall refund on a monthly basis all amounts in excess of the maximum Rate Schedule IT-1 rate assessed and collected from any and all Shippers delivering Unauthorized Overrun Gas, as such gas is defined in Rate Schedules FT-1 and IT-1, during a particular calendar month. Transporter's refund to each individual shipper shall be on a pro rata basis expressed as a function of each Shipper's Maximum Daily Quantity. Any Shipper delivering Unauthorized Overrun Gas during a particular month shall not be eligible to receive a refund of any such penalty assessed and collected as a result of its unauthorized delivery of gas.
- 24.2 Retained Gas Crediting. In the event gas is retained pursuant to Section 6 of Rate Schedule PAL, the value of such gas, as determined pursuant to Rate Schedule PAL, less Transporter's demonstrable out-of-pocket costs, shall be credited to all Rate Schedule FT-1 and IT-1 Shippers by invoice credit. Such credit shall be in proportion to the revenues, excluding surcharges, paid by each Shipper during the subject calendar year and shall be made not later than March 1 of the following year.
- 24.3 Acquired Gas Crediting. In the event Shipper is required to pay for loaned gas that Shipper fails to redeliver to Transporter, the value of such gas, as determined by Section 6 of Rate Schedule PAL, shall be credited, net of Transporter's replacement gas costs, to all Rate Schedule FT-1 and IT-1 Shippers by invoice credit. Such credit shall be in proportion to the revenues, excluding surcharges, paid by each Shipper during the subject calendar year and shall be made not later than March 1 of the following year.

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**Third Revised Sheet No. 236** Third Revised Sheet No. 236

Superseding: Second Revised Sheet No. 236

GENERAL TERMS AND CONDITIONS  
(Continued)

25. COMPLIANCE PLAN FOR TRANSPORTATION SERVICES

- 25.1 Transporter is affiliated through a corporate parent (El Paso Corporation) with corporations which may have marketing function employees as defined in Section 358 of the Commission's Regulations.
- 25.2 RESERVED
- 25.3 Any shared facilities between transmission function employees of Transporter and marketing function employees of Transporter's affiliates are listed on Transporter's Internet web site.
- 25.4 The specified information and format required from a Shipper for a valid request for transportation service, including transactions in which an affiliated marketer is involved, are set forth in Section 9 of the General Terms and Conditions of this Tariff.
- 25.5 Transporter shall keep a log containing the information required by Section 250.16(c)(2) of the Commission's Regulations for all contracts for service that rely upon contract information or other data to allocate capacity. The log data relating to each contract shall be maintained as long as the contract is used to allocate capacity and for three years thereafter.
- 25.6 The procedures used to address and resolve complaints by Shippers and potential Shippers are as follows:
  - (a) Written complaints by any Shipper or potential Shipper, clearly stating the issue(s), facts relied on by Shipper, and the Shipper's position, should be mailed by certified mail or delivered by courier to:

Mojave Pipeline Company  
Post Office Box 1087  
Colorado Springs, Colorado 80944  
Attention: Director  
Transportation Marketing Department  
(Street Address: 2 North Nevada, Colorado Springs,  
Colorado 80903)
  - (b) Upon receipt by Transporter, a complaint will be date stamped and recorded in the Transportation Service Complaint Log maintained by Transporter.

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*FERC Docket: GT97- 60-000*

**Original Sheet No. 237** Original Sheet No. 237 :    Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

25.    COMPLIANCE PLAN FOR TRANSPORTATION SERVICES    (Continued)

25.6    (Continued)

- (c)    Transporter will respond initially to all complaints by the most appropriate communication means available within 48 hours of receipt and will respond to all complaints filed with Transporter in writing within 30 days. Transporter's written response will be mailed by certified mail or delivered by courier to Complainant and filed in the Transportation Service Complaint Log. The final resolution of the complaint will be dependent upon the nature of the complaint and the time necessary to investigate the complaint, verify the underlying cause(s) and determine the relevant facts.

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FERC Docket: RP10-330-000

**Second Revised Sheet No. 238** Second Revised Sheet No. 238

Superseding: Substitute First Revised Sheet No. 238

GENERAL TERMS AND CONDITIONS  
(Continued)

26. FLEXIBLE RECEIPT AND DELIVERY POINTS

- 26.1 Primary and Secondary Receipt and Delivery Points: The receipt points listed in the Service Agreement of each Shipper shall be deemed that Shipper's Primary receipt points. The sum of contracted receipt point quantities shall be equal to shipper's Maximum Daily Quantity. All other of Transporter's receipt points shall be deemed that Shipper's Secondary receipt points. The delivery points listed in the Service Agreement of each Shipper shall be deemed that Shipper's Primary delivery points. The sum of contracted delivery point quantities shall be equal to shipper's Maximum Daily Quantity. All other of Transporter's delivery points shall be deemed that Shipper's Secondary delivery points.

- 26.2 Flexible Receipt Points: Any Shipper may designate a Secondary receipt point for delivery of gas to Transporter, subject to the availability of capacity at and from that receipt point. Notwithstanding the priorities described in Section 10 of the General Terms and Conditions, in the event that there is inadequate capacity for Transporter to receive all deliveries scheduled at a receipt point, capacity at and from that receipt point shall be allocated as follows:

First, capacity shall be allocated to all Shippers under Rate Schedule FT-1 for whom such receipt point is a Primary receipt point.

Second, capacity shall be allocated to all Shippers under Rate Schedule FT-1 for whom such receipt point is a Secondary receipt point and such point is within the primary path of the receipt and delivery points listed in the Shipper's Service Agreement.

Third, capacity shall be allocated to all Shippers under Rate Schedule FT-1 for whom such receipt point is a Secondary receipt point and such point is outside the primary path of the receipt and delivery points listed in the Shipper's Service Agreement.

Fourth, capacity shall be allocated to all Shippers under Rate Schedule IT-1 for whom such receipt point is a Primary receipt point.

Last, capacity shall be allocated to all Shippers under Rate Schedule IT-1 for whom such receipt point is a Secondary receipt point.

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GENERAL TERMS AND CONDITIONS  
(Continued)

26. FLEXIBLE RECEIPT AND DELIVERY POINTS (Continued)

26.2 Flexible Receipt Points: (Continued)

In the event that there is inadequate capacity to serve all Shippers at and from a receipt point within any one of the categories described above, scheduling of those Shippers shall be in accordance with Section 10 of the General Terms and Conditions.

26.3 Flexible Delivery Points: Any Shipper may designate a Secondary delivery point for receipt of gas from Transporter, subject to the availability of capacity to and at that delivery point. Notwithstanding the priorities described in Section 10 of the General Terms and Conditions, in the event that there is inadequate capacity for Transporter to make all deliveries scheduled to and at a delivery point, capacity at that delivery point shall be allocated as follows:

First, capacity shall be allocated to all Shippers under Rate Schedule FT-1 for whom such delivery point is a Primary delivery point and who are transporting gas from a Primary receipt point.

Second, capacity shall be allocated to all Shippers under Rate Schedule FT-1 for whom such delivery point is a Secondary delivery point and such point is within the primary path of the receipt and delivery points listed in the Shipper's Service Agreement.

Third, capacity shall be allocated to all Shippers under Rate Schedule FT-1 for whom such delivery point is a Secondary delivery point and such point is outside the primary path of the receipt and delivery points in the Shipper's Service Agreement.

Fourth, capacity shall be allocated to all Shippers under Rate Schedule IT-1 for whom such delivery point is a Primary delivery point and who are transporting gas from a Primary receipt point.

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**Second Revised Sheet No. 240** Second Revised Sheet No. 240

Superseding: Substitute First Revised Sheet No. 240

GENERAL TERMS AND CONDITIONS (Continued)

26. FLEXIBLE RECEIPT AND DELIVERY POINTS (Continued)

26.3 Flexible Delivery Points: (Continued)

Fifth, capacity shall be allocated to all Shippers under Rate Schedule IT-1 for whom such delivery point is a Secondary delivery point and who are transporting gas from a Primary receipt point.

Sixth, capacity shall be allocated to all shippers under Rate Schedule IT-1 for whom such delivery point is a Primary delivery point and who are transporting gas from a Secondary receipt point.

Last, capacity shall be allocated to all shippers under Rate Schedule IT-1 for whom such delivery point is a Secondary delivery point and who are transporting gas from a Secondary receipt point.

In the event that there is inadequate capacity to serve all Shippers to and at a delivery point within any one of the categories described above, scheduling of those Shippers shall be in accordance with Section 10 of the General Terms and Conditions.

26.4 No Impact On Total Capacity: Nothing in this Section 26 permits a Shipper to schedule more transportation services than that Shipper's total Maximum Daily Quantity or Daily Quantity.

26.5 Additional Primary Delivery Points: Subject to the requirements of Section 26.1 above, a Shipper may at any time designate any delivery point as a Primary delivery point. If a Shipper designates a delivery point as a Primary delivery point and there is inadequate capacity (either at the delivery point or the mainline), Transporter shall so inform such Shipper. Shipper must either reduce or withdraw its designation or else make a contribution in aid of construction (including reimbursement of resulting tax liability) to reimburse Transporter for the costs of increasing capacity to that delivery point.

26.6 Market Centers: Nothing in Transporter's Tariff shall inhibit the development of market centers on Transporter's pipeline.

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**Second Revised Sheet No. 240A** Second Revised Sheet No. 240A

Superseding: First Revised Sheet No. 240A

GENERAL TERMS AND CONDITIONS  
(Continued)

26. FLEXIBLE RECEIPT AND DELIVERY POINTS (Continued)

- 26.7 Segmentation of Capacity: A Shipper may make use of the firm capacity for which it has contracted by segmenting that capacity into separate parts for its own use or for the purpose of releasing that capacity to Replacement Shippers, to the extent such segmentation is operationally feasible.
- (a) A firm Shipper may segment capacity for its own use through the scheduling process by contemporaneously nominating quantities at the combination of receipt and delivery points that create the segmented capacity desired. Capacity may be segmented at any physical or virtual scheduling point located on Transporter's system.
  - (b) When segmenting capacity for its own use or for capacity release, a Shipper may designate new primary points pursuant to Section 26.5.
  - (c) Shippers may segment capacity for the purpose of releasing that capacity to Replacement Shippers pursuant to Section 34.1 of the General Terms and Conditions. Shippers releasing capacity do not retain any primary or alternate rights on the released capacity. Replacement shippers obtain primary and alternate rights only on the acquired segment.
  - (d) Segments created for a Shipper's own use or for capacity release may overlap so long as the Maximum Daily Quantity for that Service Agreement is not exceeded. If nominations are received that create overlapping segments that exceed the Maximum Daily Quantity, Transporter will schedule the overlapping quantities up to the Maximum Daily Quantity of the original Service Agreement. If allocations are required, Shippers nominating quantities within their contract path will be scheduled first (or pro rata if more than one Shipper) and then any remaining quantities will be scheduled for out-of-path nominations (or pro rata if more than one Shipper), unless the Releasing Shipper specifies in its release whether the Releasing Shipper or the Replacement Shipper is to be scheduled first.

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**Third Revised Sheet No. 240B** Third Revised Sheet No. 240B

Superseding: Second Revised Sheet No. 240B

GENERAL TERMS AND CONDITIONS  
(Continued)

26. FLEXIBLE RECEIPT AND DELIVERY POINTS (Continued)

- (e) A firm Shipper (or a Releasing Shipper and a Replacement Shipper participating in a capacity release) may segment its capacity by simultaneously transporting its full Maximum Daily Quantity in a forward haul and its full Maximum Daily Quantity in a backhaul (opposite to the contract path) to the same delivery point.

Transactions that are opposite to the contract path are distinguished from the Shipper's Primary capacity and shall be scheduled as Secondary capacity up to the Shipper's Maximum Daily Quantity.



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**Fourth Revised Sheet No. 241** Fourth Revised Sheet No. 241

Superseding: Third Revised Sheet No. 241

GENERAL TERMS AND CONDITIONS  
(Continued)

27. ELECTRONIC BULLETIN BOARD

- 27.1 ELECTRONIC BULLETIN BOARD: Transporter has established an electronic bulletin board to publicize information concerning its services and available transportation capacity. The electronic bulletin board is available at Transporter's designated Internet Web site at [www.elpaso.com](http://www.elpaso.com). Transporter's electronic bulletin board is available on a non-discriminatory basis for use by persons that have access to the Internet.

Transporter's electronic bulletin board shall contain, at a minimum, information regarding:

- (a) the capacity available on Transporter's System for firm and interruptible transportation, including capacity availability on the mainline and at receipt points and delivery points;
  - (b) the firm transportation release information described in Section 34 of the General Terms and Conditions;
  - (c) standards of conduct information under Order No. 717; and
  - (d) offers to purchase released transportation rights from firm Shippers.
- 27.2 Features of the Electronic Bulletin Board: Transporter shall update the information on its electronic bulletin board as frequently as is necessary. Transporter's electronic bulletin board is menu-driven and incorporates search

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**Fourth Revised Sheet No. 242** Fourth Revised Sheet No. 242

Superseding: Second Revised Sheet No. 242

GENERAL TERMS AND CONDITIONS  
(Continued)

27. ELECTRONIC BULLETIN BOARD (Continued)

27.2 (Continued)

functions, an on-line help feature and the capability for users to download information. The electronic bulletin board displays the most recent information ahead of less current data. Information from completed transactions shall be purged from current files. Transporter shall cause daily back-up records of the information displayed on the electronic bulletin board to be retained and will make provisions for such records to be available for review upon request for at least three years. Notwithstanding this Section 27.2, Transporter shall retain its affiliate waiver log for five years from the date of posting. Persons that wish to utilize the electronic bulletin board, to comment on the electronic bulletin board, or to make inquiries about the information posted on the electronic bulletin board, should contact Transporter at the address below to obtain detailed access and log-on information:

PASSPORT Services  
Mojave Pipeline Company  
2 North Nevada  
Colorado Springs, Colorado 80903  
Customer Service Department: (877) 520-3797

- 27.3 Accuracy of Information: Transporter shall use reasonable efforts to ensure the accuracy of information presented on the electronic bulletin board; however, Transporter makes no representation or warranty of any kind to any person concerning the use of Transporter's electronic bulletin board, including, without limitation, the accuracy of any posted information, and shall not be liable to any person for any damages, including without limitation any special, incidental, or consequential damages which may arise in connection with Transporter's posting of information on the electronic bulletin board, or as a result of any person's use, abuse or misuse of Transporter's electronic bulletin board.
- 27.4 Shippers desiring to exchange information using Transporter's designated Internet site must first enter into an agreement conforming to the NAESB Model Trading Partner Agreement.

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*FERC Docket: RP10-330-000*

**Original Sheet No. 242A** Original Sheet No. 242A

GENERAL TERMS AND CONDITIONS  
(Continued)

27. ELECTRONIC BULLETIN BOARD (Continued)

- 27.5 EBB users shall have access to all the information specifically identified in FERC Order Nos. 497, 636, 637 and 717. EBB access, including historical data, shall be available to state regulatory commissions and state consumer advocates on the same basis as any other party. Mojave shall maintain backup copies of the data contained on its EBB for three years, which may be archived to off-line storage. Parties may access the on-line data directly through the EBB. In the event the data has been archived off-line, parties may request the data from Passport Services through Passport's electronic mail service, and such data shall be made available for downloading on user's computer. EBB users shall be allowed to download files so their contents can be reviewed in detail without tying up access to the EBB. Information on the most recent transactions shall be listed before older information. EBB users shall be able to split large files into smaller parts for ease of use. On-line help shall be available to assist the EBB users along with a search function allowing users to locate all information concerning a specific transaction, and menus that permit users to separately access offers to release capacity, capacity available directly from the pipeline, and standards of conduct information.
- 27.6 Transporter's currently effective Second Revised Volume No. 1 Tariff, as revised from time to time, is posted on Mojave's EBB. Therefore, Mojave shall provide paper copies of the effective tariff to customers and interested state commissions only when specifically requested.

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**Second Revised Sheet No. 243** Second Revised Sheet No. 243 : Effective

Superseding: First Revised Sheet No. 243

General Terms and Conditions  
(Continued)

28. Fuel and L&U Collection Percentages

- 28.1 The fuel charge (which includes fuel and L&U, as defined in Section 6 of Rate Schedules FT-1 and IT-1) will be determined pursuant to this Section 28. The fuel charge will include three components: 1) a current reimbursement percentage which is designed to recover the fuel and L&U attributable to current transportation service, 2) a volumetric "True-Up" of any volume differences between actual fuel and L&U amounts retained and 3) a "True-Up" of any cost or revenue over/under collection associated with a prior fuel and L&U charge, including without limit other gas balancing costs/revenues.
- 28.2 The Fuel and L&U Reimbursement Percentages shall be stated on the Statement of Rates Sheet and shall apply to those Rate Schedules requiring assessment of Fuel and L&U.
- (a) Except as otherwise specified in this Section 28.2, all transactions regardless of type will be assessed a Fuel and L&U charge.
  - (b) Fuel will be assessed on each segment where fuel is actually consumed.
  - (c) Fuel shall not be assessed on the following types of transactions:
    - (i) Displacement transactions not consuming fuel such as those involving receipts from Transporter's Oxy 17Z Point of Receipt flowing east to Point(s) of Delivery; or
    - (ii) Displacement transactions not consuming fuel such as those involving deliveries flowing west to east to Topock; or
    - (iii) Transactions involving transportation service from Transporter's Daggett Point of Receipt to the Cadiz Point of Delivery.
- 28.3 The Fuel and L&U Reimbursement Percentages shall be computed annually using the procedures described in this section.
- (a) Transporter shall file the Fuel and L&U Reimbursement Percentages no later than November 30 to become effective on January 1 of each calendar year.

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**Second Revised Sheet No. 244** Second Revised Sheet No. 244 : Effective

Superseding: First Revised Sheet No. 244

General Terms and Conditions  
(Continued)

28. Fuel and L&U Collection Percentages (Continued)

28.3 Annual Computation of Fuel and L&U Percentages (Continued)

(a) (Continued)

- (i) For the Fuel and L&U Reimbursement Percentages to be effective January 1, 2008, the data collection period used to establish the percentages will be the 12 months ending the previous September 30, 2007. Prior period adjustments, either credits or debits, will be included; however no prior period adjustments affecting periods prior to October 1, 2006 will be included. Commencing on January 1, 2009 and for each year after that, the data collection period will be the 12 months ending the previous September 30 except with regard to the fuel and L&U adjustments data collection periods described below.
- (ii) For the Fuel and L&U Volumetric True-Up Reimbursement Percentages described in Sections 28.6 and 28.7, the data collection period will commence with March 1, 2007 production month through the September 30, 2007 production month for the percentages to be effective January 1, 2008. Prior period adjustments, either credits or debits, will be included; however no prior period adjustments affecting periods prior to March 1, 2007 will be included. For each year after that, the adjustment data collection period will be the 12 months ending the previous September 30.
- (b) In addition to the obligation in subsection (a) herein, Transporter shall have the right, but not the obligation, to make an out-of-time fuel and L&U charge filing to update the current reimbursement percentage if Transporter deems necessary.
- (c) Information related to the source (e.g. purchase) and disposition (e.g. sale) of gas for fuel and L&U, including without limit other gas balancing requirements, shall be included in Transporter's annual fuel and L&U Filing. Such information shall include: (i) the source of the gas purchased/sold including imbalance cash-out activity, (ii) the date(s) of such purchase/sale, (iii) the gas volume(s), (iv) the purchase/sale price, (v) the costs and revenues from the purchase/sale, and (vi) the disposition of the associated costs and revenues.

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**First Revised Sheet No. 245**

First Revised Sheet No. 245 : Effective

Superseding: Original Sheet No. 245

General Terms and Conditions  
(Continued)

## 28. Fuel and L&amp;U Collection Percentages (Continued)

## 28.4 Derivation of Fuel and L&U Reimbursement Percentages

The derivation of the Fuel Reimbursement Percentage shall be based on a calculation of fuel used, receipt point throughput, and fuel retained. The Fuel Reimbursement Percentage shall be equal to the sum of the Current Fuel Reimbursement Period Percentage (see Section 28.5) and the Fuel Volumetric True-Up Reimbursement Percentage for past periods (see Section 28.6).

$$\text{Fuel Reimbursement Percentage} = \text{Current Fuel Reimbursement Period Percentage} + \text{Fuel Volumetric True-Up Reimbursement Percentage}$$

The derivation of the L&U Reimbursement Percentage shall be based on a calculation of L&U used, receipt point throughput, and L&U retained, including but not limited to, adjustments for gas purchased and sold as well as fluctuations in index prices for the data collection period. The L&U Reimbursement Percentage shall be equal to the sum of the Current L&U Reimbursement Period Percentage (see Section 28.5) and the L&U Volumetric True-Up Reimbursement Percentage for past periods (see Section 28.7) and the Fuel, Linepack and Gas Balance Adjustment Percentage (see Section 28.8).

$$\text{L\&U Reimbursement Percentage} = \frac{\text{Current L\&U Reimbursement Period Percentage} + \text{L\&U Volumetric True-Up Reimbursement Percentage} + \text{Fuel, Linepack and Gas Balance Adjustment Percentage}}{\text{Percentage}}$$

28.5 The Current Fuel Reimbursement Period Percentage shall be based on Historical Fuel Data divided by the sum of Total Receipt Throughput. Total Receipt Throughput is the sum of all transportation receipt transactions on which fuel is retained. Historical Fuel Data and/or Total Receipt Throughput may be adjusted for quantifiable projected activities expected to occur on Transporter's system during the Current Reimbursement Period.

$$\text{Current Fuel Reimbursement Percentage} = \frac{\text{Historical Fuel Data}}{\text{Applicable Total Receipt Throughput}}$$

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**Original Sheet No. 245A** Original Sheet No. 245A : Effective

## General Terms and Conditions (Continued)

## 28. Fuel and L&amp;U Collection Percentages (Continued)

## 28.5 (Continued)

The Current L&U Reimbursement Period Percentage shall be based on Historical L&U Data divided by the sum of Total Receipt Throughput. Total Receipt Throughput is the sum of all transportation receipt transactions on which L&U is retained. Historical L&U Data and/or Total Receipt Throughput may be adjusted for quantifiable projected activities expected to occur on Transporter's system during the Current Reimbursement Period.

$$\text{Collection L\&U Reimbursement Percentage} = \frac{\text{Historical L\&U Data}}{\text{Applicable Total Receipt Throughput}}$$

- 28.6 The Fuel Volumetric True-Up Reimbursement Percentage shall be calculated to true-up volumetric differences in the fuel amounts retained and amounts that actually occurred. Fuel Over/Under Collection Percentage shall be determined by dividing the difference between the amount of Fuel Used and Fuel Retained by the Total Receipt Throughput.
- 28.7 The L&U Volumetric True-Up Reimbursement Percentage shall be the true-up volumetric differences in the L&U amounts retained and amounts that actually occurred. L&U Over/Under Collection Percentage shall be determined by dividing the difference between the amount of L&U Used and L&U Retained by the Total Receipt Throughput.



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**First Revised Sheet No. 246** First Revised Sheet No. 246 : Effective

Superseding: Original Sheet No. 246

General Terms and Conditions  
(Continued)

28. Fuel and L&U Collection Percentages (Continued)

- 28.8 Fuel, Linepack and Gas Balance Adjustment Percentage shall be equal to the quotient of the Fuel, Linepack and Gas Balance Adjustment (see Section 28.9) divided by the Total Receipt Throughput.

$$\begin{array}{rcl} \text{Fuel, Linepack and} & & \text{Fuel, Linepack and} \\ \text{Gas Balance Adjustment} & = & \text{Gas Balance Adjustment} \\ \text{Percentage} & & \text{Total Receipt Throughput} \end{array}$$

- 28.9 The Fuel, Linepack and Gas Balance Adjustment shall be equal to the dollar amount that represents the net of all gas balance cost and revenue activity as described below expressed in Dth. The Dth shall be computed by dividing the net revenue or expense by the Average System Spot Price (see Section 28.11).

This dollar amount shall be measured by the difference between revenue generated by Operational Sales and other credit activity (see Section 28.9(a)) and expense incurred by Operational Purchases and other debit activity (see Sections 28.9(b), 28.9(c), 28.9(d), 28.9(e), 28.9(f) and 28.9(g)). Revenues in excess of expenses shall be returned to shippers via a reduction to the L&U percentage, expenses in excess of revenues will be collected from shippers by an increase to the L&U percentage.

- (a) Operational Sales and other credit activity shall be all credit activity, including imbalance cashouts with shippers and/or operators, calculated on a monthly basis for the current reimbursement period. Operational Sales information will reflect actual quantities and dollar amounts received during the current reimbursement period.
- (b) Operational Purchases and other debit activity shall be all debit activity, including imbalance cashouts with shippers and/or operators, calculated on a monthly basis for the current reimbursement period. Operational Purchases information will reflect actual quantities and dollar amounts paid during the current reimbursement period.

General Terms and Conditions  
(Continued)

28. Fuel and L&U Collection Percentages (Continued)

28.9 (Continued)

- (c) Line pack and net system balance activity equals the cumulative system balance activity at the beginning of the month, plus or minus current month activity to obtain a cumulative system balance activity at the end of the month. Current system balance activity is comprised of increases or decreases in line pack and increases or decreases to system imbalance activity in that month. The cumulative month system balance activity is valued at the Average System Spot Price.
- (d) Net fuel and L&U retention is calculated as the difference between actual fuel burned and fuel retained, and actual L&U experienced and L&U retained during the current reimbursement period.
- (e) Other gas costs are those quantities and amounts related to system balancing incurred during the collection period.
- (f) Capitalized line pack is gas added to the system as a result of maintenance and/or construction activity to maintain system pressure. When such quantities are purchased, Transporter will value the quantities at the actual price paid. The purchased quantity associated with such capitalized linepack will be included as both a source and disposition of gas for purposes of computing the Fuel, Linepack and Gas Balance adjustment. If capitalized line pack is reflected in a month when no purchases occurred for system maintenance, such quantities will be valued at the Average System Spot Price.
- (g) Prior period adjustments to the data elements described in 28.9(a), 28.9(b), 28.9(c), 28.9(d), 28.9(e) and 28.9(f) will be accounted for in the month in which such adjustments physically occurred, if such adjustments fall during the review period. Otherwise such accounting adjustments will be included in subsequent period reviews.

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**Original Sheet No. 246B** Original Sheet No. 246B :    Effective

General Terms and Conditions  
(Continued)

28. Fuel and L&U Collection Percentages (Continued)

28.10    The derivation of the Fuel Reimbursement Percentages described above shall include the fuel quantity attributable to electric compression or treating facilities, if any. Variable electric fuel costs shall be converted to an equivalent quantity of gas by dividing Transporter's actual electric expenses during the data collection period by the Average System Spot Price (see Section 28.11).

28.11    Average System Spot Price shall be the Bidweek Price published in Natural Gas Intelligence Bidweek Survey - Spot Gas Prices as the Southern Cal. Border Average price.

29. Reserved

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**Third Revised Sheet No. 247** Third Revised Sheet No. 247

Superseding: Second Revised Sheet No. 247

GENERAL TERMS AND CONDITIONS  
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30. INCIDENTAL SALES

- 30.1 Incidental Sales. Transporter may sell operational gas to the extent necessary to maintain system pressure, fuel quantities, line pack, and to implement the gas retention requirements of Rate Schedule PAL.

31. DISCOUNTING

- 31.1 In the event that Transporter agrees to discount its rate to Shipper below Transporter's maximum rate under any of Transporter's rate schedules, the following discount terms may be reflected in the applicable Service Agreement(s), or separate discount agreement(s), and will apply without the discount constituting a material deviation from Transporter's Form of Service Agreement; provided, however, that any such discounted rates set forth below shall be between the minimum and maximum rates applicable to the service provided under the applicable rate schedule. Transporter and Shipper may agree that a specified discounted rate will apply under the following conditions:
- (a) to specified quantities under the agreement or related scheduled overrun transportation;
  - (b) to specified quantities achieving or not exceeding a certain level;
  - (c) in a specified relationship to quantities actually transported;
  - (d) to specified quantities during specified periods of time or during specified periods of the year;
  - (e) to specified quantities at specific receipt or delivery points or other geographical locations;
  - (f) that provides for increasing (decreasing) a discounted rate for service under one rate schedule to make up for a decrease (increase) in the maximum rate for service under a separate rate schedule, and any such discount shall specify the rate component to be discounted;
  - (g) to production reserves committed by the Shipper; and/or
  - (h) that a specified discounted rate is based on a formula including, but not limited to, published index prices for specific receipt and/or delivery points or other agreed upon published pricing reference points (such discounted rate may be based upon the differential between published prices or arrived at by formula). Any agreement containing such discounted rate shall specify the rate component(s) to be discounted (i.e., reservation charge or usage charge or both) and any formula will provide a reservation rate per unit of contract demand. To the extent the firm reservation charge is discounted, the index price

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Superseding: Original Sheet No. 248

GENERAL TERMS AND CONDITIONS  
(Continued)

31.1 (continued)

differential rate formula shall be calculated to state a rate per Maximum Daily Quantity. Furthermore, such discount shall not change the underlying rate design of the service being provided or include any minimum bill or minimum take provision that would have the effect of guaranteeing revenue;

(i) that provides for increasing (or decreasing) a discounted rate for service under one rate schedule to make up for a decrease (or increase) in the rate for a separate service provided under another rate schedule;

(j) where the rate provision incorporates a mutually agreeable marketing fee pursuant to Section 34.6 of the General Terms and Conditions; and/or

(k) that includes a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate or is less than the applicable minimum rate due to a change in Transporter's maximum (minimum) rates so that such rate component must be adjusted downward (upward) to equal the new applicable maximum (minimum) rate, then other rate components may be adjusted upward (downward) to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate or are less than the minimum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sheets. Nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates that had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable.

31.2 In the event Transporter discounts the total rate under Shipper's firm TSA, it will discount the reservation charge. The transportation charge and the ACA Surcharge are not discountable rate components.

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**Original Sheet No. 248A** Original Sheet No. 248A

GENERAL TERMS AND CONDITIONS  
(Continued)

32. NEGOTIATED RATE AUTHORITY

32.1     Authority and Conditions. Notwithstanding anything to the contrary contained in this Tariff, including the rate schedules contained herein, Transporter and Shipper may agree to a rate or rates to be charged for service pursuant to any rate schedule contained in this Tariff that may vary in form or level from the maximum-to-minimum ranges set forth on Statement of Rates sheets of this Tariff ("Negotiated Rate"). This provision does not allow Transporter and Shipper to negotiate terms and conditions of service.

- (a)     Transporter's maximum applicable rates (plus all applicable surcharges) for service under any such rate schedule are available as recourse rates for any Shipper that elects not to negotiate a Negotiated Rate.
- (b)     Negotiated Rates shall be mutually agreed to and set forth in writing.

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**First Revised Sheet No. 249** First Revised Sheet No. 249

Superseding: Original Sheet No. 249

GENERAL TERMS AND CONDITIONS  
(Continued)

32. NEGOTIATED RATE AUTHORITY (Continued)

32.1 (continued)

- (c) Transporter and Shipper may agree to a Negotiated Rate for the entire term of a Service Agreement, or may agree to a Negotiated Rate for some portion of the term of a Service Agreement. Transporter and Shipper may agree to apply the Negotiated Rate to all or a portion of capacity under Shipper's Service Agreement.
- (d) During the period a Negotiated Rate is in place, the Negotiated Rate shall govern and apply to Transporter's service under the Service Agreement and the otherwise applicable rate, rate component, charge or credit shall not apply or be available to the Shipper. Only those rates, components, charges or credits which are superseded by a Negotiated Rate shall be ineffective during the period that the Negotiated Rate is effective; all other rates, rate components, charges, or credits prescribed, required, established, or imposed by this Tariff shall remain in effect. At the end of the period during which Negotiated Rates are in effect, the otherwise applicable Tariff rates or charges shall govern any service provided to Shipper.
- (e) Prior to or on the same day as commencing service at such Negotiated Rate, Transporter shall file either: (i) the Negotiated Rate agreement; or (ii) a tariff sheet advising the Commission of such Negotiated Rate agreement, stating the exact legal name of Shipper and specifying the actual Negotiated Rate or rate formula included in such agreement.

- 32.2 Impact on Other Provisions. A Shipper paying for service under a Negotiated Rate that is higher than the maximum rate for such service stated on the Statement of Rates sheets is deemed to have paid the maximum rate for purposes of scheduling and capacity allocation pursuant to Sections 10 and 11 of the General Terms and Conditions, for purposes of evaluating right-of-first-refusal bids pursuant to Section 35 of the General Terms and Conditions, and for purposes of selling capacity pursuant to Section 9 of these General Terms and Conditions. The highest rate the Shipper must match for right-of-first-refusal matching purposes is the maximum rate set forth in this Tariff.

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Original Sheet No. 250 Original Sheet No. 250 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

32. NEGOTIATED RATE AUTHORITY (Continued)

- 32.3 Accounting for Costs and Revenues. Transporter will maintain accounting records so that revenues can be tracked to each Negotiated Rate transaction.
- 32.4 Discount-Type Adjustment. Subject to the limitations set forth below, Transporter may seek to include Negotiated Rates in a discount-type adjustment to the level of Transporter's recourse rates in general rate changes initiated by Transporter under Section 4 of the Natural Gas Act and rate changes initiated by others under Section 5 of the Natural Gas Act. Transporter may seek to include Negotiated Rates in such recourse rate adjustment whenever the rate for service is below the posted maximum rate for service under the applicable rate schedule for all or part of the 12-Month base period and/or the nine Month adjustment period for such rate change proceeding. However, if the Negotiated Rate Service Agreement(s) was/were not in effect during the base period, such discount may still be requested in the recourse rate adjustment when the rate for service under the Negotiated Rate Service Agreement is projected to be in effect with rates below the otherwise applicable maximum recourse rate as of the end of the 9-Month adjustment period applicable to such rate proceeding.
- (a) A discount adjustment to recourse rates shall only be allowed to the extent that Transporter can meet the standards required of an affiliate discount-type adjustment, including requiring that Transporter shall have the burden of proving that any discount granted is required to meet competition.
- Transporter shall be required to demonstrate that any discount-type adjustment does not have an adverse impact on recourse rate Shippers by:
- (i) Demonstrating that, in the absence of Transporter's entering into such non-conforming Negotiated Rate agreement providing for such discount, Transporter would not have been able to contract for such capacity at any higher rate, and that recourse rates would otherwise be as high or higher than recourse rates which result after applying the discount adjustment; or
- (ii) Making another comparable showing that the non-conforming Negotiated Rate discount contributes more fixed costs to the system than could have been achieved without the discount.



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**Original Sheet No. 251** Original Sheet No. 251 : Effective

GENERAL TERMS AND CONDITIONS  
(Continued)

32. NEGOTIATED RATE AUTHORITY (Continued)

32.4 (continued)

- (b) Transporter may also seek to include in a discount-type adjustment non-conforming Negotiated Rate Service Agreements that were converted from pre-existing discounted Part 284 Service Agreements to non-conforming Negotiated Rate Service Agreements.

33. ASSIGNMENTS

33.1 Assignable Parties. A Shipper may assign its Service Agreement to:

- (a) any person, firm, or corporation acquiring all, or substantially all, of the natural gas business of said Party;
- (b) a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities; but it may not be otherwise assigned without the consent of the other Party hereto. Whenever any corporation is referred to herein, such reference shall be deemed to include the successors and assignees of such corporation.

33.2 If a Shipper wishes to assign a portion or all of its firm capacity under a Service Agreement to a party not described above, it must do so using the capacity release provisions of this Tariff.

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*FERC Docket: RP06-178-000*

**Sheet Nos. 252 - 399** Sheet Nos. 252 - 399 : Effective

Reserved Sheets

Sheet Nos. 252 through 399 have been reserved.

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE

Any Shipper or Replacement Shipper under this Rate Schedule FT-1 shall be entitled to release all or a portion of its capacity to Transporter for resale. Any Shipper or Replacement Shipper releasing capacity will be called "Releasing Shipper." Any person purchasing released capacity shall be called "Replacement Shipper."

34.1 Procedure for Making Offer to Release:

- (a) Releasing Shipper shall either post on Transporter's electronic bulletin board ("EBB") or provide Transporter with an offer in writing to release capacity for resale and shall include in such offer the following information:
  - (1) Whether such release will be on a permanent or temporary basis,
  - (2) Whether the capacity released will be subject to recall, as well as the terms on which the recalled capacity will be returned (reput) to the Replacement Shipper if such capacity can be returned (reput), and whether the Replacement Shipper has the option to accept such returned (reput) capacity. A Transportation Service Provider should support the ability for the Releasing Shipper to specify, as a condition of a release, whether the Releasing Shipper's recall notification must be provided exclusively on a Business Day (NAESB WGQ Standard 5.3.51).
  - (3) The specific quantity to be released, the duration of release and any other conditions of the offer to release;
  - (4) The Shipper's name, DUNS number, address and telephone number of the representative authorized to act on behalf of the Releasing Shipper with respect to the offer to release;
  - (5) The Receipt and Delivery points identified by NAESB Common Code associated with the offer, which shall be the Primary receipt and delivery points for the Replacement Shipper (with all other receipt and delivery points designated as Secondary receipt and delivery points for the Replacement Shipper);
  - (6) The length of time the offer to release should be posted on Transporter's electronic bulletin board, which length of time shall not be less than the minimum periods described in Section 34.1(c) below; the deadline for submitting bids; and the date and time the offer to release was made;

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.1 (Continued)

- (7) Whether bids must be on (i) a reservation charge basis only, (ii) a volumetric basis only, or (iii) either a volumetric or reservation charge basis, in which event non-discriminatory objective criteria for comparing the two types of bids must be provided. If the bid involves a volumetric commitment, the commitment must be stated as a percentage of the capacity awarded;
- (8) Whether bids for the released capacity shall be evaluated based on (i) the economic value of the reservation fee portion of the bid, as calculated pursuant to Section 34.7 of the General Terms and Conditions; (ii) the reservation fee per MMBtu of the bid; or (iii) other objective and non-discriminatory criteria provided by the Releasing Shipper to Transporter; however, Transporter will not accept first-come, first served as a valid bid evaluation methodology;
- (9) Whether bids for less than the full amount of capacity offered will be accepted and, if so, how such bids should be evaluated;
- (10) Any minimum bid level below which capacity will not be released;
- (11) Whether a contingent bid will be accepted and, if so, how a contingent bid will be evaluated and whether the second place bidder will be expected to keep its bid open until the contingency is resolved;
- (12) The time period for the Replacement Shipper to return a Replacement Service Agreement tendered to it by Transporter; and
- (13) Whether, if two or more persons submit bids of equal value, the released capacity will be allocated (i) pro rata; (ii) to the person first submitting a bid or (iii) by lottery.

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.1 (Continued)

- (b) The amount of capacity offered for release at each delivery point shall not be less than 100 MMBtu per Day, so as to avoid measurement difficulties relative to smaller amounts and disproportionate administrative burden.
- (c) Minimum posting periods shall be as follows (NAESB Standard 5.3.2, as modified by FERC Order No. 712):

For biddable releases (one (1) year or less):

- (i) offers should be tendered by 12:00 p.m. on a Business Day;
- (ii) open season ends no later than 1:00 p.m. on a Business Day (evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken);
- (iii) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (iv) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (v) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For biddable releases (more than one (1) year):

- (vi) offers should be tendered by 12:00 p.m. four Business Days before award;
- (vii) open season ends no later than 1:00 p.m. on the Business Day before timely nominations are due (open season is three Business Days);
- (viii) evaluation period begins at 1:00 p.m. during which contingency is eliminated, determination of best bid is made, and ties are broken;

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.1 (c) (Continued)

- (ix) evaluation period ends and award posting if no match required at 2:00 p.m.;
- (x) match or award is communicated by 2:00 p.m.; match response by 2:30 p.m.; where match required, award posting by 3:00 p.m.;
- (xi) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

For non-biddable releases:

- (xii) Timely Cycle
  - (a) posting of prearranged deals not subject to bid are due by 10:30 a.m.;
  - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- (xiii) Evening Cycle
  - (a) posting of prearranged deals not subject to bid are due by 5:00 p.m.;
  - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- (xiv) Intraday 1 Cycle
  - (a) posting of prearranged deals not subject to bid are due by 9:00 a.m.;
  - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)

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**First Revised Sheet No. 256** First Revised Sheet No. 256

Superseding: Original Sheet No. 256

GENERAL TERMS AND CONDITIONS  
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34. CAPACITY RELEASE (Continued)

34.1 (c) (Continued)

- (xv) Intraday 2 Cycle
  - (a) posting of prearranged deals not subject to bid are due by 4:00 p.m.;
  - (b) contract issued within one hour of award posting (with a new contract number, when applicable); nomination possible beginning at the next available nomination cycle for the effective date of the contract. (Central Clock Time)
- (d) A Releasing Shipper may withdraw its offer to release capacity at any time prior to the close of the bidding period, provided that it has an unanticipated need for the capacity and no bid meeting the minimum criteria specified in the notice has been received. No offer to release may be withdrawn for any discriminatory purpose.

34.2 Competitive Bidding Procedure:

- (a) Either Transporter or Releasing Shipper shall post on Transporter's electronic bulletin board each offer to release for the length of time specified pursuant to Section 34.1 of the General Terms and Conditions, and shall post all of the other information required pursuant to Section 34.1 of the General Terms and Conditions.
- (b) Potential Replacement Shippers may tender to Transporter bids to accept an offer posted on the electronic bulletin board which must be received by Transporter prior to the expiration of the time for posting of such an offer.
- (c) Subject to the requirements of Section 34.2(e), any bid may include an offer to pay a rate greater than or equal to Transporter's Maximum Reservation Fee set forth on the Statement of Rates, regardless of the Reservation Fee provided in the Releasing Shipper's Service Agreement. Any bid for a release that is made on a volumetric basis may include an offer to pay up to Transporter's Maximum Aggregate Rate set forth on the Statement of Rates regardless of the Aggregate Rate, provided in the Releasing Shipper's Service Agreement.

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

- 34.2 (d) No bidder may submit more than one bid for the same capacity, nor may any bidder submit a bid when there is an open bid for the same capacity submitted by an affiliate or a person acting in conjunction with the bidder. Any bid may be withdrawn at any time prior to the closing of the bid period, provided that neither the bidder nor any of its affiliates nor any party acting in conjunction with the bidder may resubmit a lower bid (although any such person may submit a higher bid) than the withdrawn bid.
- (e) Except as stated in this Section 34.2(e), a bidder may not bid a reservation charge(s) less than the minimum reservation charge(s) nor more than the sum of the maximum reservation charge(s) and reservation surcharge(s), nor may the quantity or the term of the release of such bid exceed the maximum quantity or term specified by the Releasing Shipper. No maximum rate limitation applies to a release of capacity for a period of one year or less if the release is to take effect on or before one year from the date on which Transporter is notified of the release.
- (f) All bids shall be posted on Transporter's electronic bulletin board, except that the identity of the bidder shall be kept confidential.
- (g) Upon expiration of the time for bidding as described in Section 34.1 of the General Terms and Conditions, Transporter shall remove such offer of release from its electronic bulletin board and determine the winning bid.
- (h) In all cases, Replacement Shippers will be subject to all requirements of this Tariff, including the creditworthiness standards. For prearranged releases, the Replacement Shipper shall indicate whether or not it is an asset manager or a marketer participating in a state regulated retail access program, as defined by FERC regulations at 18 C.F.R. 284.8.
- (i) Transporter shall contract with the Replacement Shipper which otherwise satisfies the requirements of this Tariff and whose bid is highest under the non-discriminatory criteria specified to Transporter by Releasing Shipper.



GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

- 34.2 (j) Transporter will provide one Master Replacement Service Agreement to each Replacement Shipper on Transporter's system pursuant to the Contracting Procedures of Section 36 of the General Terms and Conditions. The Master Replacement Service Agreement will evidence the intent of the parties that the Master Replacement Service Agreement, in combination with information stored electronically on all future capacity release transactions involving the Replacement Shipper, will comprise the contractual agreement of the parties.

Any Shipper that utilizes Transporter's capacity release program shall maintain on file with Transporter the name(s) of those person(s) who have been designated on behalf of such Shipper to perform those functions required by this Section 34 as well as Shipper's signature code. The use of a signature code will be deemed to be Shipper's consent to be bound by the capacity release transaction. When capacity is awarded, Shipper's signature code shall be automatically, electronically affixed on the electronic record of the capacity release transaction. Entry of this signature code in all cases shall evidence that the Replacement Shipper has accepted the transaction. No paper copy of the contract for a capacity release transaction will be issued.

- (k) Upon the award of capacity, the capacity release transaction is electronically executed between Transporter and the Replacement Shipper.

- 34.3 Prearranged Releases. Prearranged releases shall not be subject to the competitive bidding procedures if the release is: (1) for more than one year at the maximum reservation charge(s) and reservation surcharge(s); (2) for any period of thirty-one days or less, pursuant to Section 34.11 of the General Terms and Conditions; (3) to an asset manager as defined by FERC regulations at 18 C.F.R. 284.8; or (4) to a marketer participating in a state-regulated retail access program as defined by FERC regulations at 18 C.F.R. 284.8.

- (a) A Shipper electing to release capacity on a prearranged basis not subject to competitive bidding procedures must post the notice of release on Transporter's EBB or submit its notice via an EDI upload utilizing the data sets included in the NAESB Standards pursuant to the timeline for non-biddable releases in Section 34.1(c).

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.3 Prearranged Releases (Continued)

- (b) Releasing Shipper shall have the right to tender an offer for all or a portion of the released capacity accepted by a potential Replacement Shipper otherwise satisfying the terms of this Tariff who is found by the Releasing Shipper. Releasing Shipper shall include with the offer the name of the prearranged Replacement Shipper as well as all of the other information required by Section 34.1 hereof. The offer to release shall be posted for the minimum time periods specified in Section 34.1 of the General Terms and Conditions. Such potential Replacement Shipper found by the Releasing Shipper shall have the right of first refusal, exercisable within the timeline provided under Section 34.1 of this section, to match the highest price of any bid for such capacity, based on the criteria of the prearranged transaction.
- (c) In the event the Replacement Shipper found by the Releasing Shipper matches the highest bid, capacity shall be allocated to that Replacement Shipper. In the event a potential Replacement Shipper found by the Releasing Shipper agrees to pay the maximum rate applicable to the released capacity for the duration of the release and otherwise agrees to the terms and conditions of the offer, then such offer to release shall not be subject to the competitive bidding procedure, unless the Releasing Shipper requests otherwise.

34.4 Replacement Shipper's Rights and Obligations: Replacement Shipper shall become a Shipper on Transporter's system, subject to the terms and conditions of this Tariff and the Master Replacement Service Agreement. Replacement Shipper shall be fully obligated to Transporter for all obligations assumed in the Master Replacement Service Agreement.

34.5 Billing Adjustment: Transporter shall continue to bill Releasing Shipper for the released capacity as follows:

- (a) Releasing Shipper shall continue to be billed for its contractual Reservation Fee.
- (b) The Releasing Shipper's invoice shall include a credit for the Reservation Fee billed by Transporter to its Replacement Shipper that Month, up to the amount of the Reservation Fee per MMBtu set forth in Releasing Shipper's transportation Service Agreement.

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GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.5 Billing Adjustment: (Continued)

- (c) If Replacement Shipper's Reservation Fee is greater than Releasing Shipper's contractual Reservation Fee, Releasing Shipper's invoice shall include a credit for the amount paid over its maximum contractual Reservation Fee.
- (d) In the event that Replacement Shipper has not paid all or a portion of its Reservation Fee in the previous month by the date required pursuant to Section 7 of the General Terms and Conditions, Releasing Shipper shall also be billed for the unpaid portion of the Reservation Fee, up to its contractual Maximum Reservation Fee.
- (e) In the event that Transporter is entitled to a marketing fee pursuant to Section 34.6 of the General Terms and Conditions, Transporter shall deduct such marketing fee from the credits otherwise due Releasing Shipper pursuant to paragraphs (c) and (d) hereof.
- (f) Releasing Shipper shall remain fully obligated under the terms of its Service Agreement with Transporter during and irrespective of any capacity release, for all charges described above. Releasing Shipper shall not be liable for other charges incurred by any Replacement Shipper that has purchased capacity released by the Releasing Shipper, including, but not limited to, the usage fees to be paid by Replacement Shipper, surcharges, overruns, imbalance penalties or other charges or penalties.
- (g) In the month following the termination of Replacement Shipper's transportation Service Agreement, Transporter shall pay Releasing Shipper an amount equal to any credit that otherwise would be due under this Section 34.5.

34.6 Marketing Fee: Subject to the agreement of the Releasing Shipper, Transporter shall have the right to market all or a portion of the released capacity to potential Replacement Shippers who, as a result of such marketing activity, bid for such capacity during the competitive bidding procedure. If Transporter contracts with a Replacement Shipper found by Transporter, Transporter shall be entitled to a marketing fee negotiated beforehand between Transporter and Releasing Shipper. Each Replacement Shipper found by Transporter shall submit with its bid a statement attesting to Transporter's marketing efforts in connection with such Replacement Shipper's decision to purchase released capacity.

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.7 Calculation of Economic Value: The economic value of each bid hereunder shall be determined by using the evaluation method selected by the Releasing Shipper. Transporter shall offer the following methods for bid evaluation. In addition, Transporter may offer additional evaluation methods at its discretion; except that Transporter will not offer first-come, first-served as a valid bid evaluation methodology.

(a) Highest Rate

The highest bid rate that meets the minimum terms and conditions of the release.

(b) Present Value Method

$$R \times \frac{1 - (1 + i)^{-n}}{i} \times V = \text{present value}$$

where: i = interest rate per month using the current Commission interest rate as defined in 18 C.F.R. Section 154.501(d)(1)  
n = term of the agreement, in days  
R = the Reservation Charge(s) and Reservation Surcharge(s) bid  
V = volume stated in MMBtu per day

(c) Net Revenue Method

$$R \times N \times V = \text{net revenue}$$

where: R = the Reservation Charge(s) and Reservation Surcharge(s) bid  
N = term of the agreement, in days  
V = volume stated in MMBtu per day

34.8 Term: Any release under this Section shall be for a minimum term of one day and may have a maximum term up to the earlier of (a) the expiration date of this Tariff provision; (b) the expiration of the remaining term of the underlying FT-1 Service Agreement; or (c) termination of Transporter's capacity release program by the Commission.

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.9 Scheduling and Recalls: The Replacement Shipper shall be responsible for all scheduling of capacity released to a Replacement Shipper except that, for any firm release of capacity subject to the right by Releasing Shipper for recall, Releasing Shipper may assume scheduling responsibility upon notice received by Transporter. Upon receipt of such notice, Transporter shall follow scheduling instructions only from Releasing Shipper until Transporter's receipt of notice from Releasing Shipper that it no longer is assuming scheduling responsibility. Transporter shall treat such notice from Releasing Shipper as conclusive evidence that the released capacity has been recalled.

(a) All Transportation Service Providers ("TSPs") should support the following recall notification periods for all released capacity subject to recall rights: (NAESB WGQ Standard 5.3.44)

(1) Timely Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 8:00 a.m. on the day that Timely Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 9:00 a.m. on the day that Timely Nominations are due (Central Clock Time);

(2) Early Evening Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 3:00 p.m. on the day that Evening Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 4:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

(3) Evening Recall Notification:

- (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 5:00 p.m. on the day that Evening Nominations are due;
- (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 6:00 p.m. on the day that Evening Nominations are due (Central Clock Time);

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.9 Scheduling and Recalls (Continued)

- (4) Intraday 1 Recall Notification:
  - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 7:00 a.m. on the day that Intraday 1 Nominations are due;
  - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 8:00 a.m. on the day that Intraday 1 Nominations are due (Central Clock Time); and
- (5) Intraday 2 Recall Notification:
  - (i) A Releasing Shipper recalling capacity should provide notice of such recall to the TSP and the first Replacement Shipper no later than 2:30 p.m. on the day that Intraday 2 Nominations are due;
  - (ii) The TSP should provide notification of such recall to all affected Replacement Shippers no later than 3:30 p.m. on the day that Intraday 2 Nominations are due (Central Clock Time).
- (b) For recall notification provided to the Transportation Service Provider ("TSP") prior to the recall notification deadline specified in NAESB WGQ Standard No. 5.3.44 and received between 7:00 a.m. and 5:00 p.m., the TSP should provide notification to all affected Replacement Shippers no later than one hour after receipt of such recall notification.

For recall notification provided to the TSP after 5:00 p.m. and prior to 7:00 a.m., the TSP should provide notification to all affected Replacement Shippers no later than 8:00 a.m. after receipt of such recall notification. (Central Clock Time) (NAESB WGQ Standard 5.3.45)
- (c) Releasing Shipper's recall and reput notices must be submitted using Transporter's on-line capacity release system.
- (d) Releasing Shipper, when returning recalled capacity to the Replacement Shipper, shall give Transporter and Replacement Shipper notice of its intent to reput the capacity back to the Replacement Shipper. The deadline for notifying the Transportation Service Provider of a reput is 8:00 a.m. to allow for timely nominations to flow on the next gas day (NAESB WGQ Standard 5.3.54). When capacity is recalled, it may not be reput for the same gas day (NAESB WGQ Standard 5.3.53).

GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.9 Scheduling and Recalls (Continued)

- (e) In the event of an intra-day capacity recall, the Transportation Service Provider ("TSP") should determine the allocation of capacity between the Releasing Shipper and the Replacement Shipper(s) based upon the Elapsed Prorata Capacity ("EPC"). Variations to the use of EPC may be necessary to reflect the nature of the TSP's tariff, services, and/or operational characteristics. (NAESB WGQ Standard 5.3.56)

34.10 Refunds: Transporter shall make all refunds to the Releasing Shipper. In no event shall Transporter be liable to Replacement Shipper for refunds for providing transportation service. It shall be Releasing Shipper's sole responsibility to flow refunds through to its Replacement Shipper.

34.11 Releases During One Calendar Month: Subject to Section 34.3, a Releasing Shipper may release capacity during any calendar month (provided that such release shall be less than 31 days) without following the procedures set forth in Sections 34.1, 34.2 and/or 34.3 of the General Terms and Conditions.

- (a) When a release of capacity is exempt from bidding pursuant to Section 34.3, a firm Shipper may not rollover, extend or in any way continue the release to the same Replacement Shipper using the 31 days or less bidding exemptions until 28 days after the first release period has ended. The 28-day hiatus does not apply to any re-release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding in Section 34.3.

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GENERAL TERMS AND CONDITIONS  
(Continued)

34. CAPACITY RELEASE (Continued)

34.12 Offers To Purchase Capacity: Any person may submit to Transporter for posting, or, to the extent that Transporter's electronic bulletin board can accommodate postings by third parties, may post an offer to purchase capacity. Any Shipper may attempt to accept such a posted offer by following the prearranged offer provisions of Section 34.3 of the General Terms and Conditions.

34.13 Prequalification and Master Replacement Service Agreement:

- (a) Any person may request that Transporter determine that it is qualified to be a Replacement Shipper prior to submitting a bid to purchase capacity. Such prequalification by Transporter shall remain effective for six months subsequent to the determination by Transporter. Any person who has obtained a prequalification must report any subsequent material adverse change in its situation to Transporter, which shall then make a new determination of that person's qualifications. If Transporter determines that any Replacement Shipper that obtained capacity based on a prequalification suffered a material adverse change in its situation prior to obtaining capacity without reporting that fact to Transporter, such Replacement Shipper must immediately demonstrate to Transporter that it is qualified to be a Replacement Shipper under Transporter's Tariff, or Transporter shall have the right to terminate such Replacement Shipper's Replacement Transportation Service Agreement.
- (b) Any person that has been prequalified as a Replacement Shipper pursuant to Section 34.13(a) of the General Terms and Conditions may enter into a Master Replacement Service Agreement with Transporter that will apply to all released capacity for which that person is the winning bidder.



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**First Revised Sheet No. 266** First Revised Sheet No. 266

Superseding: Original Sheet No. 266

GENERAL TERMS AND CONDITIONS  
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34. CAPACITY RELEASE (Continued)

34.14 Permanent Release: A Shipper may offer to make a permanent release of capacity pursuant to the procedures of Section 34.2 or 34.3 of the General Terms and Conditions with the Releasing Shipper fully released from all of its obligations under its Transportation Service Agreement and this Rate Schedule FT-1. Transporter may, on a not unduly discriminatory basis, refuse to allow any permanent release if it has a reasonable basis to conclude that it will not be financially indifferent to the release. Transporter shall provide written notification and the reasons for any denial of a request for permanent release to the affected Releasing Shipper.

34.15 Right to Terminate a Temporary Capacity Release

- (a) Using the notice procedures of Section 7 of the General Terms and Conditions, Mojave may elect to terminate an Master Replacement Service Agreement upon 30 days written notice to the Replacement Shipper, and to FERC, under the following conditions.
  - (1) Mojave has or will terminate the Releasing Shipper's service pursuant to: (i) the Termination of Service provisions of Section 7 of the General Terms and Conditions, or (ii) the creditworthiness requirements of this Tariff; and
  - (2) The rate stated in the Master Replacement Service Agreement is less than the rate for service under the Service Agreement with the Releasing Shipper.
- (b) A creditworthy Replacement Shipper may continue an existing Master Replacement Service Agreement by notifying Mojave prior to the end of the 30-Day notice period that it agrees to pay a rate that is the lesser of:
  - (1) the applicable maximum rate; or
  - (2) the same rate as is in the Service Agreement between Mojave and the Releasing Shipper; or
  - (3) a mutually agreed upon rate.

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**Sheet Nos. 267 - 272** Sheet Nos. 267 - 272

Reserved Sheets

Sheet Nos. 267 through 272 have been reserved.

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Original Sheet No. 273 Original Sheet No. 273

GENERAL TERMS AND CONDITIONS  
(Continued)

35. CONTRACT EXTENSION AND RENEWAL

35.1 Right of First Refusal: Upon expiration of the term of a Service Agreement providing for service for 12 months or more at the applicable maximum tariff rate, a "right-of-first-refusal" as prescribed in this Section 35 shall be available. In order to avail itself of its right-of-first-refusal, the Shipper must give Mojave its written notice of intent to exercise such right of first refusal not later than (i) the date of the notice period provided for in Shipper's contract; or (ii) six months prior to the expiration of the term of the contract, whichever shall first occur.

35.2 Mojave shall post on its EBB the terms and conditions of the available capacity under the expiring contract as follows:

- (a) firm daily quantities stated in MMBtu/d;
- (b) the receipt and delivery points at which capacity is available identified by NAESB Common Code and the firm quantities at such point(s);
- (c) effective date;
- (d) term;
- (e) the rate (i.e., Reservation Fee(s) and Transportation Charge(s) applicable;
- (f) minimum conditions; and
- (g) the criteria by which bids are to be evaluated.

Shippers exercising right-of-first-refusal for a portion of their Maximum Daily Demand will not be required to retain primary rights on a geographic proportionate basis.

GENERAL TERMS AND CONDITIONS  
(Continued)

35. CONTRACT EXTENSION AND RENEWAL (Continued)

35.3 Expiring capacity with a right-of-first-refusal will be made available on a not unduly discriminatory basis and will be assigned on the basis of an open season for a period of not less than 20 business days' duration. Capacity that is sold on an interim basis in accordance with Section 37, Capacity Reserved for Future Expansion/Extension Projects, shall not be eligible for a right-of-first-refusal unless Mojave and Shipper agree to a conditional contractual right-of-first-refusal that would take effect upon a determination that the proposed project will not go forward. Capacity that is sold on an interim basis pursuant to Section 9.3, Prospective Sale of Available Capacity, shall not be eligible for a right-of-first-refusal. Capacity offered pursuant to Section 38.1 will be limited to the extension rights of the off-system capacity.

- (a) Shipper(s) desiring to acquire such available capacity shall notify Mojave, via its electronic bulletin board, during the open season. Such bidding shall be conducted in conformance with the requirements of Section 34.2 of the General Terms and Conditions of this Tariff.
- (b) Shipper's bid must include:
  - (i) Shipper's legal name, DUNS number and, if applicable, the contract number under which it desires to acquire capacity;
  - (ii) the quantity of capacity to be acquired at each receipt and delivery point;
  - (iii) the term of the acquisition; and
  - (iv) the maximum rate Shipper is willing to pay for the capacity.
- (c) The potential Shipper must satisfy the other provisions of this Tariff applicable to requests for firm transportation.

GENERAL TERMS AND CONDITIONS  
(Continued)

35. CONTRACT EXTENSION AND RENEWAL (Continued)

35.4 Mojave shall not be obligated to accept any offer for expiring right-of-first-refusal capacity at less than the maximum applicable tariff rate. For purposes of (1) determining best bids, (2) awarding capacity and (3) applying matching procedures, Mojave will utilize the evaluation criteria of Section 34.7(b) of the General Terms and Conditions, and will include any contractual transportation usage revenue commitments in the application of such criteria. In the event Mojave accepts an offer, Mojave shall inform the existing Shipper of the terms of such offer. The existing Shipper shall have 10 business days in which to inform Mojave that it agrees to match such offer as to the entire quantity or any partial quantity. Such agreement shall be irrevocable. The existing Shipper or the offering Shipper, as appropriate, shall execute a Service Agreement containing the terms offered or matched. If the existing Shipper matches and retains only a partial quantity of one or more of the acceptable offer(s), the remainder of the capacity shall be allocated to the winning offering Shipper(s). If Mojave accepts an offer which is a negotiated rate, the highest rate that the existing Shipper must match if it desires to retain all or a portion of its existing capacity is the maximum applicable tariff rate.

35.5 Transporter will notify the existing shipper if no acceptable bid was received for all or a portion of the contract quantity, pursuant to Section 35.4 above. Following such notification, the existing Shipper and Transporter shall have ten Business Days in which to mutually agree to acceptable terms for a new firm TSA. The existing Shipper is entitled to transportation service under a new TSA upon the expiration of its contract if such Shipper agrees to pay the maximum applicable tariff rate for all or a portion of the contract quantity for which no acceptable bid was received; however, to obtain a right-of-first-refusal, Shipper must agree to a new TSA for all or a portion of the contract quantity for which no acceptable bid was received for a term of at least one Year. In the alternative, Shipper may continue to receive service under a new TSA if Transporter and Shipper mutually agree within the ten Business Days to a discounted rate and term. Transporter is not required to accept any rate less than the maximum applicable tariff rate.

GENERAL TERMS AND CONDITIONS  
(Continued)

35. CONTRACT EXTENSION AND RENEWAL (Continued)

- 35.6 If a Shipper's transportation service agreement does not qualify for the right-of-first-refusal under this Section 35, Mojave and any such Shipper may mutually agree to include a right-of-first-refusal clause in their agreement. To the extent Mojave agrees to any such provision, it will do so on a not unduly discriminatory basis. The contractual right-of-first-refusal clause would allow the Shipper to exercise a right-of-first-refusal using the procedures of this Section 35.
- 35.7 Transporter and Shipper may mutually agree to include an evergreen, renewal or rollover provision in the Service Agreement that would allow the agreement to continue in effect beyond its primary term with the mutual consent of the parties. For purposes of this provision, if the parties elect to extend the agreement, the right of first refusal requirements of Section 35 of the General Terms and Conditions and the posting requirements of Section 27.1 of the General Terms and Conditions of this Tariff will only apply when the Service Agreement reaches the end of such extension period. If a Shipper has entered into a firm Service Agreement utilizing off-system capacity contracted for pursuant to Section 38 of the General Terms and Conditions, such Shipper may not elect to extend the term of its Service Agreement beyond the term of Transporter's agreement for such off-system capacity.
- 35.8 Transporter and Shipper may mutually agree to the early termination of one or more Agreements in exchange for Shipper's extension of the use of all or part of the underlying capacity under new terms. To the extent that Transporter and Shipper have mutually agreed to this arrangement, Shipper need not participate in an open season for the extension nor must the underlying capacity be posted on Transporter's EBB as unsubscribed, available capacity prior to the extension.

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GENERAL TERMS AND CONDITIONS  
(Continued)

35. CONTRACT EXTENSION AND RENEWAL (Continued)

35.9 Prior to the expiration of the term of an Agreement, Transporter and Shipper may mutually agree to an extension of the term of the Agreement with respect to all or part of the underlying capacity (the exact terms of which are to be negotiated on a case-by-case basis in a not unduly discriminatory manner). If an Agreement has a regulatory right-of-first-refusal, the agreement to extend must be reached prior to the receipt of an acceptable bid submitted pursuant to Article 35 of these General Terms and Conditions.

35.10 When an agreement is subject to a regulatory right of first refusal, or contains a contractual right of first refusal, or a rollover clause, extension rights apply to each increment of capacity that expires in increments (i.e., on a step-down basis) during the term of the agreement.

GENERAL TERMS AND CONDITIONS  
(Continued)

36. CONTRACT PROCEDURES

- 36.1 Request for Service. A valid request for service shall be in accordance with, and contain the data required by the provisions of Section 9.
- 36.2 Creditworthiness Requirement. A Shipper wishing to obtain service must first comply with the creditworthiness requirements of Section 21.
- 36.3 Obtaining Interruptible Service.
  - (a) Requests for interruptible transportation shall be invalid and shall not be considered if service is requested to commence later than six months after the information specified in Section 9 is provided to Transporter.
  - (b) After receiving a valid request for interruptible service, Transporter will evaluate Shipper's request for service and post its acceptance of the request on the electronic bulletin board ("EBB"). If Transporter is unable to accept the service request, it shall notify the Shipper in writing.
  - (c) If Transporter accepts the Shipper's request for service, the TSA shall be deemed electronically executed pursuant to Section 36.7(b).
- 36.4 Availability of Firm Service

If Transporter determines that it has any uncommitted firm capacity on its system, it shall use the following procedures when selling that capacity.

  - (a) If the firm capacity is to be sold within the time periods specified in the capacity sales timeline of Section 9.3, the procedures of Section 36.5 below shall be followed except when Transporter elects to use Section 36.6.
  - (b) If the firm capacity is to be sold outside the time periods specified in the capacity sales timeline of Section 9.3, the competitive bidding procedures of Section 36.6 shall be followed.



GENERAL TERMS AND CONDITIONS  
(Continued)

36. CONTRACT PROCEDURES (Continued)

36.5 Obtaining Firm Service Within the Sales Timeline

- (a) For firm posted capacity to be sold within the timeline of Section 9.3, Shipper must submit a valid request for service using the EBB. Transporter will evaluate Shipper's request and post its acceptance of the request on the EBB. If Transporter is unable to accept the service request, it will notify the Shipper in writing.
- (b) Transporter will respond to such service requests within 30 days. Transporter shall award such capacity on a first/come-first/served basis; however, Transporter reserves its right to refuse service if the rate offered by Shipper is less than the maximum rate for the service set forth on the Statement of Rates sheets of this Tariff.
- (c) If Transporter accepts Shipper's request for service, the Service Agreement will be deemed electronically executed pursuant to Section 36.7(b).

36.6 Obtaining Firm Service Outside the Sales Timeline

- (a) For firm capacity to be sold outside the timeline of Section 9.3 or where Transporter elects to conduct competitive bidding, Transporter will post such capacity on its EBB for competitive bidding. The capacity shall be awarded using the procedures specified by Section 34 of the General Terms and Conditions.
- (b) Pre-arranged Shippers are permitted to match tied bids pursuant to Section 34. Transporter shall not be obligated to accept any bid for uncommitted capacity that is for less than the applicable maximum reservation charge and reservation surcharge.
- (c) Transporter and Shipper may negotiate rates that exceed the maximum reservation or usage rates pursuant to Section 32. For purposes of evaluating bids, Transporter will award capacity pursuant to the evaluation criteria of Section 34.10 and will include any contractual usage revenue commitments in the application of such criteria.
- (d) For proposed system expansions where an open season has been held through a notice posted on the EBB, the open season procedures will be deemed to satisfy the competitive bidding requirements of this section.

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(Continued)

36. CONTRACT PROCEDURES (Continued)

- 36.7 (a) Upon receipt of all of the information required in Section 9 for a valid request for transportation service, Transporter shall prepare and tender to Shipper for execution a Service Agreement in the form contained in this Second Revised Volume No. 1 Tariff. If Shipper fails to execute the Transportation Service Agreement or any amendment thereto within thirty (30) days of the date tendered, Shipper's request shall be deemed null and void.
- (b) Electronic Execution of Agreements - All Park & Loan service agreements, Transportation Service Agreements, exhibits, and amendments thereto ("Service Agreements" or "Agreements"), shall be executed electronically by Transporter and Shipper, unless either party requests execution in paper form. All Service Agreements which are executed electronically shall be deemed to be in the form of the Form of Service Agreement for the applicable rate schedule. Nominations for service under a pending written agreement will not be accepted. Electronic execution of non-conforming Agreements shall be followed up with a written Agreement which shall be executed and filed for Commission review.
- (i) The Service Agreement shall be deemed to be executed by Shipper when the Shipper accepts the service request electronically via Transporter's EBB. The Service Agreement shall be deemed to be executed by Transporter when Transporter accepts the Shipper's request for capacity using the EBB. A Service Agreement that is executed in this manner shall be deemed to have been "signed" and to constitute an "original" when printed from electronic files or records.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Original Sheet No. 279** Original Sheet No. 279

GENERAL TERMS AND CONDITIONS  
(Continued)

36. CONTRACT PROCEDURES (Continued)

36.7 (b) (Continued)

- (ii) Notwithstanding the above, if the Shipper and Transporter electronically execute a Service Agreement and the Shipper later requests a written agreement, the electronic Service Agreement shall be deemed the original until the written agreement is executed by both parties.
- (iii) If the Service Agreement contains provisions that must be reviewed by the Commission, it will be stated in written form and executed by the parties. In such case, a facsimile may be deemed an executed original until such time as the Shipper returns the executed original agreement. However, such provisions will not become effective until reviewed and accepted by the Commission.

GENERAL TERMS AND CONDITIONS  
(Continued)

37. CAPACITY RESERVED FOR EXPANSION PROJECTS.

37.1 Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a right of first refusal (ROFR) or Shipper does not exercise its ROFR.

- (a) Capacity may be reserved up to one year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities are placed into service.
- (b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one year of the date that Transporter posts such capacity as being reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 37.1.
- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB. Transporter's posting for reserved capacity for future expansion projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a ROFR. To the extent Transporter has not already solicited turnback capacity, the posting for reserved capacity shall also include a non-binding solicitation for turnback capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than 90 Days after the close of the expansion project open season. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material project changes.

GENERAL TERMS AND CONDITIONS  
(Continued)

37. CAPACITY RESERVED FOR EXPANSION PROJECTS.

37.1 Transporter may elect to reserve for future expansion projects, any unsubscribed capacity or capacity under expiring or terminating TSAs where such TSAs do not have a right of first refusal (ROFR) or Shipper does not exercise its ROFR.

- (a) Capacity may be reserved up to one year prior to Transporter filing for certificate authority for construction of proposed expansion facilities, and thereafter until all expansion facilities related to the certificate filing are placed into service.
- (b) Transporter may only reserve capacity for a future expansion project for which an open season has been or will be held within one year of the date that Transporter posts such capacity as being reserved. Transporter will post said capacity for at least five days before capacity can be reserved. Transporter will not, absent Commission approval, accept advance payments to reserve capacity under this Section 37.1.
- (c) If Transporter elects to reserve capacity, it will notify Shippers of its intent as part of its posting of capacity on its EBB, and will post and award all available capacity before reserving such capacity for the expansion in accordance with the tariff requirements of the General Terms and Conditions Section 34. Transporter's posting for reserved capacity for future expansion projects shall include the following information: (i) a description of the project for which the capacity will be reserved; (ii) the total quantity of capacity to be reserved; (iii) the location of the proposed reserved capacity on the pipeline system; (iv) whether, and if so when, Transporter anticipates that an open season for the capacity will be held or the reserved capacity will otherwise be posted for bids; (v) the projected in-service date of the new facilities; and (vi) on an ongoing basis, how much of the reserved capacity has been sold on a limited-term basis that would otherwise be eligible for a ROFR. To the extent Transporter has not already solicited turnback capacity, the posting for reserved capacity shall also include a non-binding solicitation for turnback capacity to serve the expansion project, provided that Transporter shall post the non-binding solicitation for turnback capacity no later than 90 Days after the close of the expansion project open season specifying the minimum term for a response to solicitation. Transporter shall make reasonable efforts to update the posting up to the in-service date of the project to reflect any material project changes.

GENERAL TERMS AND CONDITIONS  
(Continued)

37. Capacity Reserved for Expansion Projects (Continued)

37.1 (Continued)

- (d) Transporter will make capacity available through an open season or an EBB capacity posting before Transporter reserves such capacity for a future expansion project. If Transporter elects to hold an open season to make capacity generally available, Transporter shall have the right to state in the open season posting minimum terms and conditions for bids that would be acceptable for consideration that are the same as the minimum terms and conditions anticipated for the future expansion project open season. In the event that the subsequent expansion project open season imposes minimum terms and conditions that are materially different from the terms and conditions imposed in the previous capacity open season, Transporter shall hold another open season for the capacity that uses the same minimum terms and conditions as were imposed for the expansion project open season. If the expansion project open season is held prior to or during the reservation of capacity open season, Transporter shall use the same minimum terms and conditions as used for the expansion project open season.
- (e) Any interim capacity resulting from a reservation of future capacity shall be made available for transportation service pursuant to these General Terms and Conditions on a limited-term basis up to the in-service date of the expansion project(s). For such limited-term TSAs, Transporter reserves the right to limit any term extension rights provided in the TSA and pursuant to Section 35.3 commensurate with the proposed in-service date of the expansion project. Transporter will indicate in any open season posting of the capacity any limitations on term extension rights that will apply to such limited-term transportation service.
- (f) Any capacity reserved for a project that does not go forward for any reason shall be reposted on the EBB as generally available capacity within 30 Days of the date that the project terminates.

GENERAL TERMS AND CONDITIONS  
(Continued)

38.OFF-SYSTEM CAPACITY

- 38.1 Transporter may enter into transportation and/or storage agreements with upstream and downstream entities, including other interstate and intrastate pipelines and storage providers ("off-system capacity"). In the event Transporter acquires off-system capacity, Transporter will use such capacity for operational reasons or to render service for its Shippers on the acquired capacity, pursuant to Transporter's Tariff and subject to Transporter's currently approved rates (including any third party charges required to be paid pursuant to Section 38.2.) In the event the off-system capacity is subject to renewal limitations, as specified in the third-party pipeline's tariff and/or provided by FERC Regulations, Transporter will indicate in its posting of firm unsubscribed capacity any limitation to the extension rights that will apply as a result of such limitations on the off-system capacity. For purposes of transactions entered into subject to this section, the "Shipper must hold title" requirement shall not be applicable to the acquired capacity.
- 38.2 Third Party Charges. If Transporter acquires off-system capacity from a third party(s) pursuant to Section 38.1 above and provides transportation and/or storage service for the benefit of Shipper(s), such Shipper(s) may, on a not unduly discriminatory basis, be required to pay Transporter, in addition to any applicable rates and charges assessed pursuant to Transporter's Tariff, the rates and charges Transporter is obligated to pay such third party(s) for the off-system capacity acquired on behalf of the shipper. Off-system capacity charges incurred by Transporter shall be borne by the Shipper(s) using the off-system capacity. Such charges may include, but are not limited to, daily reservation and commodity charges and applicable surcharges, fuel and power charges or retention, compression fees, balancing or storage fees, measurement fees, processing fees and/or facility charges that are assessed by the third party. Unless otherwise mutually agreed, such Third Party Charges shall be assessed by Transporter to Shipper(s) in the same manner (fixed rate, volumetric, etc.) the charges are assessed to Transporter and set forth as separate items on the monthly invoices rendered to Shipper. If capacity is acquired on behalf of multiple shippers, any fees or charges not directly attributable to reservation and/or usage charges will be allocated pro rata among those shippers based on the contract quantity of each shipper.

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FERC Docket: RP10-330-000

Original Sheet No. 283 Original Sheet No. 283

GENERAL TERMS AND CONDITIONS  
(Continued)

38.OFF-SYSTEM CAPACITY (Continued)

38.2 Third Party Charges. (Continued)

- (a) If Transporter receives refunds or credits from a third party pipeline which are directly related to Third Party Charges, such refund or credits shall be flowed through to the appropriate Shipper(s) to the extent that the rate paid by the Shipper exceeds the net rate (after refund) Transporter has actually paid and Transporter has otherwise fully recovered its costs for such off system capacity.

38.3 Any off-system capacity acquired by Transporter from a third party and contracted for at the request of a Shipper(s) which is not used by that Shipper(s) or a Replacement Shipper shall be offered to other Shippers on a secondary and interruptible basis, pursuant to Transporter's FERC Gas Tariff and subject to Transporter's currently effective rates, including any applicable Third Party Charges, as such tariff and rates may change from time to time. Transporter will indicate in its posting of any off-system capacity available for service whether any Third Party Charges will apply to the use of such off-system capacity.

- (a) If on any Day, Transporter schedules for the benefit of a Shipper(s) from/to secondary or segmented point(s), on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party reservation rate. The third party reservation rate shall be calculated by converting the applicable third party's reservation rate to a daily rate. If on any Day, Transporter schedules interruptible transportation from/to point(s) on any off-system capacity held by Transporter, such quantities shall be subject to Transporter's third party interruptible rate. The third party interruptible rate shall be the equivalent of the applicable third party reservation rate. In addition, for both such firm and interruptible quantities scheduled, Shipper shall pay any other charges specifically incurred by Transporter related to the applicable off-system capacity as a result of the Shipper's transportation on the off-system capacity for that Day, e.g., commodity charges, surcharges, additional reservation charges (due for example because of a higher rate at non-primary points), out-of-zone charges, FL&U charges, compression fees, etc.; provided however, Shipper shall not be required to pay for any penalties assessed to Transporter by the off-system pipeline for activities that were beyond the control of the Shipper.



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FERC Docket: RP10-330-000

Original Sheet No. 284 Original Sheet No. 284

GENERAL TERMS AND CONDITIONS  
(Continued)

38.OFF-SYSTEM CAPACITY (Continued)

38.3 (Continued)

- (b) If Transporter holds more than one off-system contract with a third party, Transporter shall determine the third party reservation and commodity rates to be billed for secondary and/or interruptible service using the method described below. Such third party rates shall be determined by calculating a monthly weighted average rate based on the rates paid and the contract/reservation quantities invoiced Transporter by the third party. The calculated weighted average rate will then be multiplied by the secondary and/or interruptible transport quantity to determine the third party charges. The sum of the third party charges, commodity charges and applicable surcharges, as described in Section 38.3 will be included on Shipper's monthly invoice as Third Party Charges, if applicable.
- (c) Transporter shall post the third party rates for all off-system locations and any applicable FL&U reimbursement charges on its electronic bulletin board.

- 38.4 For purposes of capacity release, any off-system capacity acquired by Transporter from a third party will be treated under the terms and conditions of Transporter's Tariff.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Sheet Nos. 285 - 399** Sheet Nos. 285 - 399

Reserved Sheets

Original Sheet Nos. 285 through 399 have been reserved.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**First Revised Sheet No. 400** First Revised Sheet No. 400 : Effective  
Superseding: Original Sheet No. 400

Reserved for future use.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 401** Second Revised Sheet No. 401 : Effective  
Superseding: First Revised Sheet No. 401

Reserved for future use.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**First Revised Sheet No. 401A** First Revised Sheet No. 401A : Effective  
Superseding: Original Sheet No. 401A

Reserved for future use.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 402** Second Revised Sheet No. 402 : Effective  
Superseding: First Revised Sheet No. 402

Reserved for future use.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 403** Second Revised Sheet No. 403 : Effective  
Superseding: First Revised Sheet No. 403

Reserved for future use.

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 404** Second Revised Sheet No. 404 : Effective  
Superseding: First Revised Sheet No. 404

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 405** Second Revised Sheet No. 405 : Effective  
Superseding: First Revised Sheet No. 405

Reserved for future use.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 406 Through 413** Sheet Nos. 406 Through 413 :    Effective

Reserved Sheets

Original Sheet Nos. 406 through 413 have been reserved.

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**First Revised Sheet No. 414** First Revised Sheet No. 414 : Effective  
Superseding: Original Sheet No. 414

Reserved for future use.

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*FERC Docket: RP07-310-001*

**First Revised Sheet No. 415** First Revised Sheet No. 415 : Effective  
Superseding: Original Sheet No. 415

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 416** Second Revised Sheet No. 416 : Effective  
Superseding: First Revised Sheet No. 416

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*FERC Docket: RP07-310-001*

**First Revised Sheet No. 416A** First Revised Sheet No. 416A : Effective  
Superseding: Original Sheet No. 416A

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 417** Second Revised Sheet No. 417 : Effective  
Superseding: First Revised Sheet No. 417

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*FERC Docket: RP07-310-001*

**First Revised Sheet No. 418** First Revised Sheet No. 418 : Effective  
Superseding: Original Sheet No. 418

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*FERC Docket: RP07-310-001*

**Second Revised Sheet No. 419** Second Revised Sheet No. 419 : Effective  
Superseding: First Revised Sheet No. 419

Reserved for future use.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 420 Through 431** Sheet Nos. 420 Through 431 :    Effective

Reserved Sheets

Original Sheet Nos. 420 through 431 have been reserved.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Original Sheet No. 431A** Original Sheet No. 431A

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT-1

Agreement No. \_\_\_\_\_

FIRM TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE FT-1

between

MOJAVE PIPELINE COMPANY

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, format, capitalization, headings  
and font may vary from Pro Forma to Service Agreement)

Effective Date: 03/22/2010 Status: Effective  
FERC Docket: RP10-330-000

**First Revised Sheet No. 432** First Revised Sheet No. 432  
Superseding: Original Sheet No. 432

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT-1  
DATED:

Agreement No. \_\_\_\_\_

The parties identified below, in consideration of their mutual promises,  
agree as follows:

1. Transporter: MOJAVE PIPELINE COMPANY
2. Shipper: \_\_\_\_\_
3. Applicable Tariff: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. Primacy of Tariff and Incorporation by Reference: This Agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of Rate Schedule FT-1 and the General Terms and Conditions of the Tariff ("GT&C") as filed with, and made effective by, the FERC as same may change from time to time.
5. Transportation Service: Transportation service at and between primary receipt point(s) and primary delivery point(s) shall be on a firm basis. Receipt and delivery of quantities at secondary receipt point(s) and/or secondary delivery point(s) shall be in accordance with the Tariff.

(Insert the applicable portion(s) of the following provision when service involves the construction of facilities:

The parties recognize that Transporter must construct additional facilities in order to provide transportation service for Shipper under this Agreement. Parties agree that on in-service date the following provisions no longer apply. Transporter's obligations under this Agreement are subject to the selected provisions:

(i) The receipt and acceptance by Transporter of a FERC certificate for the additional facilities, as well as the receipt by Transporter of all other necessary regulatory approvals, permits and other authorizations for the additional facilities in form and substance satisfactory to Transporter in its sole discretion.

(ii) The approval of the appropriate management, management committee, and/or board of directors of Transporter and/or its parent companies to approve the level of expenditures for the additional facilities.

(iii) \_\_\_\_\_.)

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Third Revised Sheet No. 433** Third Revised Sheet No. 433

Superseding: Second Revised Sheet No. 433

FORM OF TRANSPORTATION SERVICE AGREEMENT

APPLICABLE TO RATE SCHEDULE FT-1

DATED:

(Continued)

6. Receipt and delivery points: Shipper agrees to tender Natural Gas for transportation service and Transporter agrees to accept receipt quantities at the primary receipt point(s) identified in Exhibit A. Transporter agrees to provide transportation service and deliver Natural Gas to Shipper (or for Shipper's account) at the primary delivery point(s) identified in Exhibit A. Minimum and maximum receipt and delivery pressures, as applicable, are listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit B. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule FT-1 and Section 31 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the Agreement.
8. Negotiated Rate: Yes \_\_\_\_\_ No \_\_\_\_\_
9. Term of Transportation Service:
- [Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable]
10. Maximum Daily Quantity ("MDQ")

MDQ (Dth/Day)	Effective Date
-----	-----
-----	-----
-----	-----
Total: -----	

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 434** Second Revised Sheet No. 434  
Superseding: First Revised Sheet No. 434

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT-1

DATED:

(Continued)

11. Notices, Statements, and Bills:

To Shipper:

Invoices for Transportation:

Attn: \_\_\_\_\_

All Notices: \_\_\_\_\_

Attn: \_\_\_\_\_

To Transporter:

See Payments, Notices and Contacts sheet in the Tariff.

12. Effect on Prior Agreement(s):

13. Application of Tariff Provision:

14. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

15. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 435** Second Revised Sheet No. 435

Superseding: First Revised Sheet No. 435

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE FT-1

DATED:

(Continued)

IN WITNESS WHEREOF, the parties have this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

MOJAVE PIPELINE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 436** Second Revised Sheet No. 436  
Superseding: First Revised Sheet No. 436

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE FT-1  
(Continued)

EXHIBIT A  
TO SERVICE AGREEMENT  
UNDER RATE SCHEDULE FT-1

The following data elements shall be described on this Exhibit A, if applicable:

Points of Receipt 1/  
Points of Delivery  
Effective Dates  
Receipt Quantity 2/  
Delivery Quantity 3/  
Maximum Daily Quantity  
Receipt Pressure 4/  
Delivery Pressure 5/  
Total

- 1/ Each point of receipt quantity may be increased by an amount equal to Transporter's fuel reimbursement percentage. Shipper shall be responsible for providing such fuel reimbursement at each point of receipt on a pro rata basis based on the quantities received on any day at a point of receipt divided by the total quantity delivered at all point(s) of delivery under this Agreement.
- 2/ The sum of the receipt quantities at point(s) of receipt shall be equal to Shipper's Maximum Daily Quantity.
- 3/ The sum of the delivery quantities at point(s) of delivery shall be equal to Shipper's Maximum Daily Quantity.
- 4/ Necessary pressure to enter Transporter's system and, except as otherwise noted, not in excess of any pressure specified above.
- 5/ Unless otherwise specified, the Delivery Pressure(s) for the point(s) listed above shall be the pressure existing from time to time at the metering facility; however, Transporter reserves the right to deliver quantities at the pressures up to the MAOP of that facility.



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FERC Docket: RP10-330-000

**First Revised Sheet No. 436A** First Revised Sheet No. 436A

Superseding: Original Sheet No. 436A

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION SERVICE  
UNDER RATE SCHEDULE FT-1  
(Continued)

EXHIBIT B  
To Transportation Service Agreement  
Between  
MOJAVE PIPELINE COMPANY (Transporter)  
and \_\_\_\_\_ (Shipper)  
Date: \_\_\_\_\_

The following data elements shall be described on this Exhibit B, if applicable:

Point of Receipt 1/  
Secondary Point(s) of Receipt  
Point of Delivery  
Secondary Point(s) of Delivery  
Reservation Fee 2/3/  
Transportation Rate 3/  
Total Unit Rate  
Term of Rate  
Authorized Overrun Rate

In addition to the charges set forth above, the currently effective surcharge(s) reflected on the Statement of Rates is also applicable for each MMBtu delivered at the Point of Delivery.

- 1/ Fuel reimbursement shall be as stated on Transporter's Statement of Rates, as they may be changed from time to time, unless otherwise agreed between the parties. Quantities scheduled by Transporter from/to secondary or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- 2/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rates for service under Rate Schedule FT-1, or other superseding Rate Schedules, as such rates may be changed from time to time. Quantities scheduled by Transporter from/to secondary or segmented point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.

(Insert if rate is other than maximum rate)

The parties agree that the following rate, subject to the minimum and maximum rates, will be (Rate) .

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Second Revised Sheet No. 437** Second Revised Sheet No. 437

Superseding: First Revised Sheet No. 437

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 437A** First Revised Sheet No. 437A

Superseding: Original Sheet No. 437A

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**Fourth Revised Sheet No. 438** Fourth Revised Sheet No. 438  
Superseding: Third Revised Sheet No. 438

Reserved for future use.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 439 Through 450** Sheet Nos. 439 Through 450 :    Effective

Reserved Sheets

Original Sheet Nos. 439 through 450 have been reserved.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Original Sheet No. 450A** Original Sheet No. 450A

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT-1

Agreement No. \_\_\_\_\_

INTERRUPTIBLE TRANSPORTATION SERVICE AGREEMENT

RATE SCHEDULE IT-1

between

MOJAVE PIPELINE COMPANY

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, format, capitalization, headings  
and font may vary from Pro Forma to Service Agreement)

Effective Date: 03/22/2010 Status: Effective  
FERC Docket: RP10-330-000

**First Revised Sheet No. 451** First Revised Sheet No. 451  
Superseding: Original Sheet No. 451

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT-1  
DATED:

Agreement No. \_\_\_\_\_

The parties identified below, in consideration of their mutual promises,  
agree as follows:

1. Transporter: MOJAVE PIPELINE COMPANY
2. Shipper: \_\_\_\_\_
3. Applicable Tariff: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time ("the Tariff"). Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. Primacy of Tariff and Incorporation by Reference: This agreement in all respects shall be subject to and shall incorporate as if set forth herein the provisions of Rate Schedule IT-1 and the General Terms and Conditions of the Tariff ("GT&C") as filed with, and made effective by, the FERC as same may change from time to time.
5. Transportation Service: Transportation service at and between receipt point(s) and delivery point(s) shall be on an interruptible basis.
6. Receipt and Delivery Points: All receipt and delivery point(s) listed on Exhibit A.
7. Rates and Surcharges: As set forth in Exhibit A. Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule IT-1 and Section 31 of the GT&C. Upon mutual agreement, the parties may also enter into a separate letter agreement or an electronic contract specifying any discount applicable to the agreement.
8. Negotiated Rate: Yes \_\_\_\_\_ No \_\_\_\_\_
9. Term of Transportation Service:  
[Insert term of service including any (i) construction contingencies, (ii) extension rights such as an evergreen or rollover provision, (iii) contractual rights of first refusal and/or (iv) related termination provisions, as applicable.]

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Third Revised Sheet No. 452** Third Revised Sheet No. 452

Superseding: Second Revised Sheet No. 452

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT-1

DATED:

(Continued)

10. Effect on Prior Agreement(s):

11. Notices, Statements, and Bills:

To Shipper:

Invoices for Transportation:

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

All Notices: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

To Transporter:

See Payments, Notices and Contacts sheet in the Tariff.

12. Changes in Rates and Terms. Transporter shall have the right to propose to the FERC changes in its rates and terms of service, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.

13. Governing Law: Transporter and Shipper expressly agree that the laws of the State of Colorado shall govern the validity, construction, interpretation and effect of this Agreement and of the applicable Tariff provisions. This Agreement is subject to all applicable rules, regulations, or orders issued by any court or regulatory agency with proper jurisdiction.



Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 453** Second Revised Sheet No. 453  
Superseding: First Revised Sheet No. 453

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT-1  
DATED: (CONTINUED)

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

TRANSPORTER:

SHIPPER:

MOJAVE PIPELINE COMPANY  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Second Revised Sheet No. 454** Second Revised Sheet No. 454

Superseding: First Revised Sheet No. 454

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT-1  
(Continued)

EXHIBIT A

To Service Agreement  
Between  
MOJAVE PIPELINE COMPANY (Transporter)  
and  
(Shipper)

The following data elements shall be described on this Exhibit A, if applicable:

Points of Receipt 1/  
Points of Delivery  
Daily Quantity  
Transportation Charge 2/  
Term  
Fuel 3/  
Authorized Overrun Charge  
Surcharges 4/

- 1/ Each point of receipt quantity may be increased by an amount equal to Transporter's fuel reimbursement percentage. Shipper shall be responsible for providing such fuel reimbursement at each point of receipt on a pro rata basis based on the quantities received on any day at a point of receipt divided by the total quantity delivered at all point(s) of delivery under this Agreement.
- 2/ Unless otherwise agreed by the Parties in writing, the rates for service hereunder shall be Transporter's maximum rates for service under Rate Schedule IT-1, or other superseding Rate Schedules, as such rates may be changed from time to time. Quantities scheduled by Transporter from/to point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.

(Insert if rate is other than maximum rate)

The parties agree that the following rate, subject to the minimum and maximum rates, will be (Rate) .

*Effective Date: 03/22/2010 Status: Effective*

*FERC Docket: RP10-330-000*

**Second Revised Sheet No. 455** Second Revised Sheet No. 455

Superseding: First Revised Sheet No. 455

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE IT-1  
(Continued)

EXHIBIT A

- 3/ FL&U shall be as stated on Transporter's Statement of Rates in the Tariff, as it may be changed from time to time, unless otherwise agreed between the parties. Quantities scheduled by Transporter from/to point(s) on any off-system capacity held by Transporter shall be subject to Transporter's Third Party Charges as posted on Transporter's EBB.
- 4/ Surcharges, if applicable: All applicable surcharges, unless otherwise specified, shall be the maximum surcharge rate as stated on the Statement of Rates in the Tariff, as it may be changed from time to time, unless otherwise agreed to by the parties.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 456** First Revised Sheet No. 456

Superseding: Original Sheet No. 456

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 457** First Revised Sheet No. 457

Superseding: Original Sheet No. 457

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 458** First Revised Sheet No. 458

Superseding: Original Sheet No. 458

Reserved for future use.

*Effective Date: 02/20/2006    Status: Effective*

*FERC Docket: RP06-178-000*

**Sheet Nos. 459 - 465** Sheet Nos. 459 - 465 : Effective

Original Sheet Nos. 459 through 465  
have been reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 466** First Revised Sheet No. 466

Superseding: Original Sheet No. 466

Reserved for future use.



*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 467** First Revised Sheet No. 467

Superseding: Original Sheet No. 467

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 468** First Revised Sheet No. 468

Superseding: Original Sheet No. 468

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 469** First Revised Sheet No. 469

Superseding: Original Sheet No. 469

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 470** First Revised Sheet No. 470

Superseding: Original Sheet No. 470

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 471** First Revised Sheet No. 471

Superseding: Original Sheet No. 471

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 472** First Revised Sheet No. 472

Superseding: Original Sheet No. 472

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 473** First Revised Sheet No. 473

Superseding: Original Sheet No. 473

Reserved for future use.

*Effective Date: 03/22/2010    Status: Effective*

*FERC Docket: RP10-330-000*

**First Revised Sheet No. 474** First Revised Sheet No. 474  
Superseding: Original Sheet No 474

Reserved for future use.



Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**First Revised Sheet No. 475** First Revised Sheet No. 475

Superseding: Original Sheet No. 475

FORM OF TRANSPORTATION SERVICE AGREEMENT  
APPLICABLE TO RATE SCHEDULE PAL-1

Agreement No. \_\_\_\_\_

INTERRUPTIBLE PARKING AND LENDING SERVICE AGREEMENT

RATE SCHEDULE PAL-1

between

MOJAVE PIPELINE COMPANY

and

\_\_\_\_\_  
(Shipper)

DATED: \_\_\_\_\_

(Placement of text on page, number of pages, format, capitalization, headings  
and font may vary from Pro Forma to Service Agreement)

Effective Date: 03/22/2010 Status: Effective  
FERC Docket: RP10-330-000

**First Revised Sheet No. 476** First Revised Sheet No. 476  
Superseding: Original Sheet No. 476

FORM OF MASTER AGREEMENT  
APPLICABLE TO PARKING AND LENDING SERVICE  
UNDER RATE SCHEDULE PAL  
DATED:

Agreement No. \_\_\_\_\_

The Parties identified below, in consideration of their mutual promises, agree as follows:

1. Transporter: MOJAVE PIPELINE COMPANY
2. Shipper: \_\_\_\_\_
3. Applicable Tariff: Transporter's FERC Gas Tariff Second Revised Volume No. 1, as the same may be amended or superseded from time to time. Capitalized terms used in this Agreement and not defined elsewhere have the meanings given to them in the Tariff.
4. Agreement: Subject to the terms, conditions and limitations hereof, Transporter shall provide interruptible parking and lending service for Shipper as described below. This Master PAL Agreement and all future executed PAL Service Agreements ("PALSA") between Shipper and Transporter will comprise the contractual agreement of the parties. If the Master PAL Agreement terminates, all related PALSAs will be deemed terminated on the same date.
5. Changes in Rates and Terms: Transporter shall have the right to propose to the FERC such changes in its rates and terms of service as it deems necessary, and this Agreement shall be deemed to include any changes which are made effective pursuant to FERC Order or regulation or provisions of law, without prejudice to Shipper's right to protest the same.
6. Rates and Surcharges: The rate, quantity and PAL Point(s) applicable to service under this Master Agreement are as set forth in the executed PALSA(s). Shipper shall pay the applicable maximum tariff rate unless otherwise provided. Transporter and Shipper may mutually agree to a discounted rate pursuant to the rate provisions of Rate Schedule PAL.
7. Term of Transportation Service:  
  
[Insert term of service including any (i) extension rights such as an evergreen provision and/or (ii) related termination provisions, as applicable]

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**First Revised Sheet No. 477** First Revised Sheet No. 477

Superseding: Original Sheet No. 477

FORM OF MASTER AGREEMENT  
APPLICABLE TO PARKING AND LENDING SERVICE  
UNDER RATE SCHEDULE PAL  
(Continued)

8. Notices, Statements, and Bills:

To Shipper:

To Transporter:

9. Effect on Prior Agreement:\_\_\_\_\_.

10. Adjustment to Rate Schedule PAL and/or General Terms and  
Conditions:\_\_\_\_\_.

11. Incorporation by Reference: This Agreement in all respects shall be  
subject to the provisions of Rate Schedule PAL and to the applicable  
provisions of the General Terms and Conditions of the Tariff as filed  
with, and made effective by, the FERC as same may change from time to  
time.

12. Transporter and Shipper expressly agree that the laws of the State of  
Colorado shall govern the validity, construction, interpretation and  
effect of this Agreement and of the applicable Tariff provisions.  
(Agreements executed prior to September 1, 2007 will be subject to the  
governing law provisions stated in such Agreements.)

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement  
may be executed by electronic means and an electronic signature shall be  
treated in all respects as having the same effect as a handwritten signature.

MOJAVE:

SHIPPER:

MOJAVE PIPELINE COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to this

Accepted and agreed to this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Effective Date: 03/01/2008 Status: Effective

FERC Docket: RP07-310-001

Original Sheet No. 478 Original Sheet No. 478 : Effective

FORM OF PAL SERVICE AGREEMENT ("PALSA")  
APPLICABLE TO PARKING AND LENDING SERVICE  
UNDER RATE SCHEDULE PAL 1/  
(Continued)

The following data elements shall be described on this PALSA, if applicable:

Effective Date:

Shipper:

Type of Transaction: (Park/Loan)

Maximum Quantity Parked/Loaned:

Usage Rate 2/:

PAL Point:

Term:

Begin Date

End Date

(Park or Loan Payback) Daily Quantity Delivered to Transporter (Dth)

(Loan or Park Withdrawal) Daily Quantity Received from Transporter (Dth)

1/ The Park and Loan Point, Rates, Maximum Quantity and Term of Rates shall be as listed on this version of PALSA on Transporter's Electronic Bulletin Board and may be modified periodically.

2/ Unless otherwise agreed by the Parties in writing, the rates for service shall be Transporter's maximum rate for service under Rate Schedule PAL or other superseding Rate Schedule; as such rates may be changed from time to time.

A. Effective Date of this PALSA: \_\_\_\_\_

B. Supersedes PALSA Effective: \_\_\_\_\_

\_\_\_\_\_  
MOJAVE PIPELINE COMPANY

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

*Effective Date: 03/01/2008    Status: Effective*

*FERC Docket: RP07-310-001*

**Sheet Nos. 479 - 485** Sheet Nos. 479 - 485 : Effective

Reserved Sheets

Original Sheet Nos. 479 through 485 have been reserved.

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-273-000

**First Revised Sheet No. 486** First Revised Sheet No. 486

Superseding: Original Sheet No. 486

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_,

BETWEEN

MOJAVE PIPELINE COMPANY, having its principal office in the  
\_\_\_\_\_, (hereinafter referred to as Transporter) and \_\_\_\_\_  
("Replacement Shipper") having its principal office in the \_\_\_\_\_.

WHEREAS Replacement Shipper has obtained rights from Releasing  
Shipper to released capacity on Transporter's pipeline and desires Transporter  
to transport volumes of gas for it; and

WHEREAS Transporter is willing to do so subject to the terms and  
conditions hereof and of its FERC Gas Tariff;

NOW, THEREFORE, the parties agree as follows:

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Third Revised Sheet No. 487** Third Revised Sheet No. 487

Superseding: Second Revised Sheet No. 487

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

1. BASIC OBLIGATIONS AND CONDITIONS

- 1.1 It is recognized that, as a condition precedent to performance hereunder, Transporter and Replacement Shipper shall have obtained, in form acceptable to them, all permits, certificates and other authorizations necessary for the transportation service to be performed hereunder.
- 1.2 Transporter agrees to receive, transport and deliver daily volumes of gas in accordance with Paragraph 2.
- 1.3 Replacement Shipper agrees to pay Transporter in accordance with Paragraph 5.
- 1.4 Replacement Shipper agrees that appropriate operational arrangements respecting transportation and delivery of Replacement Shipper's gas will be in place between Transporter or Transporter's operator and the operator of delivery facilities at Replacement Shipper's points of delivery prior to the commencement of transportation services provided for hereunder.

2. QUANTITY OF GAS

- 2.1 The Maximum Daily Quantity at the point(s) of receipt referred to in Paragraph 3 is [Insert from bid]. No adjustment in the Maximum Daily Quantity shall be made except pursuant to the capacity release provisions set forth in Section 34 of the General Terms and Conditions.
- 2.2 The Maximum Daily Quantity for each point of delivery referred to in Paragraph 4 is [Insert from bid]. No adjustment in any Maximum Daily Quantity shall be made except pursuant to Section 26 of the General Terms and Conditions of Transporter's Tariff.
- 2.3 Transporter shall not be obligated to deliver a total volume of gas on any day which is greater than the quantity of gas received from Replacement Shipper less the quantities of gas furnished by Replacement Shipper for fuel and L&U, all as computed on a thermally equivalent basis. Transporter shall not be obligated to deliver at the delivery point(s) a volume on any day which exceeds the Maximum Daily Quantity, also on a thermally equivalent basis. Transporter shall not be required to act contrary to the instructions of Releasing Shipper, as provided in paragraph 9 hereto.

Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-273-000

**Second Revised Sheet No. 488** Second Revised Sheet No. 488

Superseding: First Revised Sheet No. 488

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

3. POINT OF RECEIPT

The point or points of receipt for gas to be transported hereunder are as designated in the Exhibit A attached hereto.

4. POINTS OF DELIVERY

The point or points of delivery for gas transported hereunder are designated in the Exhibit A attached hereto.

5. APPLICABLE RATE SCHEDULE, INCORPORATION BY REFERENCE

5.1 Rates: [Insert from winning bid]. The rates for transportation service hereunder shall be as listed on Exhibit B which is attached hereto and made a part hereof.

5.2 Incorporation by Reference: This Replacement Service Agreement in all respects shall be subject to the provisions of Rate Schedule FT-1 and to the applicable provisions of the General Terms and Conditions of Transporter's Gas Tariff filed with the FERC, all of which are by reference made a part hereof, unless modified by provisions of Section 11 and/or 12 hereof.

5.3 Change in Rates and Terms: Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to transportation under Rate Schedule FT-1, (b) Rate Schedule FT-1, to which service hereunder is provided, or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule FT-1. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or seek any authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure that the provisions referred to in (a), (b) or (c) of this Section 5.3 are just and reasonable.

6. DELIVERY PRESSURE

Replacement Shipper agrees to deliver or cause to be delivered the gas to Transporter at not less than the pressure specified on Exhibit A, unless otherwise agreed. Transporter agrees to make deliveries of gas at the point of delivery at not less than the pressure set forth on said Exhibit A, unless otherwise agreed.



Effective Date: 02/25/2009 Status: Effective

FERC Docket: RP09-273-000

**Second Revised Sheet No. 489** Second Revised Sheet No. 489

Superseding: First Revised Sheet No. 489

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

7. TERM OF AGREEMENT

- 7.1 Effective Date: This Master Replacement Service Agreement shall become effective on \_\_\_\_\_, which shall not be later than thirty (30) days following the date of execution of this Service Agreement.
- 7.2 Termination Date: This Master Replacement Service Agreement shall continue in full force and in effect for a term of \_\_\_\_\_.
- 7.3 Termination Obligations: Termination of this Master Replacement Service Agreement shall not relieve Transporter and Replacement Shipper of the obligation to correct any volumes imbalances hereunder, or Replacement Shipper of the obligation to pay money due hereunder to Transporter.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1 Replacement Shipper Subordinate To Releasing Shipper: Transporter and Replacement Shipper acknowledge that Replacement Shipper's capacity has been released by a shipper with firm transportation rights on Transporter's pipeline ("Releasing Shipper"). As such, Replacement Shipper has no greater rights than Releasing Shipper, and Replacement Shipper's rights are subordinate to the rights of Releasing Shipper.
- 8.2 Scheduling: Transporter shall not accept nominations and scheduling instructions from Releasing Shipper unless Transporter receives notice from Releasing Shipper pursuant to Section 34.9 of the General Terms and Conditions that Releasing Shipper has recalled its capacity. Replacement Shipper hereby releases Transporter from any claims arising as a result of Transporter's compliance with nominations or scheduling instructions received from Releasing Shipper after receiving such notice.

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Fourth Revised Sheet No. 490** Fourth Revised Sheet No. 490

Superseding: Third Revised Sheet No. 490

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

9. ADDRESS OF PARTIES

Every request, notice, statement and bill provided for in this Master Replacement Service Agreement shall be electronic or in writing and each of them and every payment provided for herein shall be directed to the party to whom given, made or delivered at such party's address as follows:

TRANSPORTER -  
REPLACEMENT SHIPPER -

or to such other address as a party shall designate. Routine communications may be mailed by ordinary mail, electronic or posted on Mojave's EBB. Operating communications by telephone, facsimile or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation. Payments to Mojave for services rendered hereunder shall be made in accordance with Section 7 of the General Terms and Conditions.

Any party may change its address by giving written notice to the other party. Any notice hereunder shall be deemed to have been given at the end of the third (3rd) working day after the day such notice has been deposited in a United States Post Office with requisite postage thereon.

10. ADJUSTMENTS TO RATE SCHEDULE AND THE GENERAL TERMS AND CONDITIONS

Sections to the Rate Schedule FT-1 and/or the General Terms and Conditions are to be adjusted for the purpose of this Replacement Service Agreement, as specified below:

[Insert from bid]

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Third Revised Sheet No. 491** Third Revised Sheet No. 491

Superseding: Second Revised Sheet No. 491

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

11. SPECIAL PROVISIONS

[Insert other terms of service from bid]

IN WITNESS THEREOF this Replacement Service Agreement has been executed by the parties hereto. This Replacement Service Agreement may be executed by electronic means and an electronic signature shall be treated in all respects as having the same effect as a handwritten signature.

(TRANSPORTER)

By\_\_\_\_\_

By\_\_\_\_\_

(REPLACEMENT SHIPPER)

By\_\_\_\_\_

By\_\_\_\_\_

Effective Date: 03/22/2010 Status: Effective

FERC Docket: RP10-330-000

**Third Revised Sheet No. 492** Third Revised Sheet No. 492

Superseding: Second Revised Sheet No. 492

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

EXHIBIT A  
TO MASTER REPLACEMENT SERVICE AGREEMENT

Points of Receipt	Effective Dates	Maximum Daily Quantity*
----------------------	--------------------	----------------------------

Points of Delivery	Effective Dates	Maximum Daily Quantity*
-----------------------	--------------------	----------------------------

\* MDQ (Dth/d) Effective

\_\_\_\_\_

\_\_\_\_\_

Total

Effective Date: \_\_\_\_\_.

Supersedes Exhibit A Effective: \_\_\_\_\_.

(Shipper)

(Transporter)

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Effective Date: 03/22/2010 Status: Effective  
FERC Docket: RP10-330-000

**Third Revised Sheet No. 493** Third Revised Sheet No. 493  
Superseding: Second Revised Sheet No. 493

FORM OF SERVICE AGREEMENT

Applicable to Master Replacement Service Agreement  
(Continued)

EXHIBIT B  
To Master Replacement Service Agreement  
Between  
MOJAVE PIPELINE COMPANY (Transporter)  
and \_\_\_\_\_ (Shipper)  
Date: \_\_\_\_\_

Receipt Point (a)	Delivery Point (b)	Reservation Fee 1/ (c)	Transportation Rate (d)
-------------------------	--------------------------	------------------------------	-------------------------------

Total Unit Rate (c+d) (e)	Term of Rate (f)	Authorized Overrun Rate (g)
---------------------------------------	---------------------------	--------------------------------------

Negotiated Rate: Yes \_\_\_\_\_ No \_\_\_\_\_

In addition to the charges set forth above, the currently effective Annual Charge Adjustment (ACA) unit charge reflected on the Statement of Rates is also applicable for each MMBtu delivered at the Point of Delivery.

*Effective Date: 02/20/2006    Status: Effective*

*FERC Docket: RP06-178-000*

**First Revised Sheet No. 494** First Revised Sheet No. 494 : Effective  
Superseding: Original Sheet No. 494

Reserved for future use.

*Effective Date: 02/20/2006    Status: Effective*

*FERC Docket: RP06-178-000*

**First Revised Sheet No. 495** First Revised Sheet No. 495 : Effective  
Superseding: Original Sheet No. 495

Reserved for future use.

*Effective Date: 02/20/2006    Status: Effective*

*FERC Docket: RP06-178-000*

**First Revised Sheet No. 496** First Revised Sheet No. 496 : Effective  
Superseding: Original Sheet No. 496

Reserved for future use.



*Effective Date: 02/20/2006    Status: Effective*

*FERC Docket: RP06-178-000*

**First Revised Sheet No. 497** First Revised Sheet No. 497 : Effective  
Superseding: Original Sheet No. 497

Reserved for future use.

*Effective Date: 02/20/2006    Status: Effective*

*FERC Docket: RP06-178-000*

**First Revised Sheet No. 498** First Revised Sheet No. 498 : Effective  
Superseding: Original Sheet No. 498

Reserved for future use.

*Effective Date: 09/01/1997    Status: Effective*

*FERC Docket: GT97- 60-000*

**Sheet Nos. 499 Through 505** Sheet Nos. 499 Through 505 :    Effective

Reserved Sheets

Original Sheet Nos. 499 through 505 have been reserved.

*Effective Date: 11/04/2000    Status: Effective*

*FERC Docket: RP01- 28-000*

**First Revised Sheet No. 506** First Revised Sheet No. 506 : Effective  
Superseding: Sheet Nos. 506 Through 519

Reserved Sheet

Second Revised Sheet No. 506 and First Revised Sheet Nos. 507  
through 519 have been reserved.

Effective Date: 09/01/1997 Status: Effective

FERC Docket: GT97- 60-000

**Original Sheet No. 507** Original Sheet No. 507 : Effective

TRADING PARTNER AGREEMENT  
for the Electronic Data Interchange  
of Information Over the Public Internet  
(Continued)

Section 1. Prerequisites. (Continued)

1.1. Document Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Exhibit(s) of the Appendix, and transaction sets which the parties by written agreement add to the Appendix (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties. All Documents shall be transmitted in accordance with the Gas Industry Standards Board ("GISB") standards and the published industry guidelines as adopted by the Federal Energy Regulatory Commission ("FERC") or its successor agency ("Standards"), or as may be agreed upon by the parties as set forth in the Appendix.

1.2. Third Party Service Providers.

1.2.1. Documents will be transmitted electronically to each party as specified in the Appendix either directly or through a third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon 30 days prior written notice to the other party.

1.2.2. Each party shall be responsible for the costs, acts and omissions of any Provider with which it contracts. This provision does not limit any claim of either party against a Provider with respect to such acts or omissions.

1.3. System Operations. Each party, in its sole discretion and at its own expense, shall provide for the requisite hardware, software, services and/or testing procedures necessary to transmit, receive and retrieve Documents.

Effective Date: 09/01/1997 Status: Effective

FERC Docket: GT97- 60-000

Original Sheet No. 508 Original Sheet No. 508 : Effective

TRADING PARTNER AGREEMENT  
for the Electronic Data Interchange  
of Information Over the Public Internet  
(Continued)

Section 1. Prerequisites. (Continued)

1.4. Security Procedures. Each party, in its sole discretion and expense, shall use and provide for the requisite levels of security which are reasonably sufficient to ensure that all transmissions of Documents are authorized by the parties and to protect their business records and data from improper access. At a minimum, the parties shall provide and use those security measures specified herein, in the GISB standards as adopted by the FERC, or as may be agreed upon by the parties as set forth in the Appendix.

1.5. Keys. When the parties are utilizing the Internet electronic delivery mechanism as herein contemplated, each party shall maintain a Pretty Good Privacy ("PGP") "public key," (an encryption algorithm used to facilitate private electronic communication) which may be changed from time to time in accordance with this Agreement or as may be set forth in the Appendix. Each party shall provide to the other party its PGP public key by either (a) a certified or receipted mail service using a diskette with the public key contained in an ASCII text file, or (b) an electronic simple mail transfer protocol (smtp) mail message with the public key contained in the body. Under either option above, the public key shall be verified by the party to whom it is sent by validating the fingerprint of the public key which may be accomplished via telephone, fax, or other comparably reliable means. If a party desires to change its public key, it shall provide at least five business days prior notice thereof to the other party; provided that under an emergency situation, a prior written notice of at least 24 hours shall be given.

1.6. Electronic Signatures. Each party shall adopt as its signature the PGP private key, where required by the Standards or otherwise agreed to by the parties, in the Document transmitted by such party ("Signature Code(s)"). Such Signature Codes(s) shall be specified in the Appendix. Each party agrees that the Signature Code(s) of such party affixed to or contained in any transmitted Document shall be sufficient to verify that such party originated the Document. Neither party shall disclose to any unauthorized person the Signature Code(s) of the other party.

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TRADING PARTNER AGREEMENT  
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Section 2. Transmissions.

2.1. Proper Receipt. Documents shall not be deemed to have been properly received until accessible to the receiving party at such party's Receipt Computer (designated in the Appendix by Uniform Resource Locator ("URL code")), as evidenced by the receipt of the sending party of the hyper-text transfer protocol ("HTTP") response initiated by the receiving party indicating successful receipt of the Document in accordance with GISB standards. No Document shall have any effect where an HTTP response is not received by the sending party or where an HTTP response has indicated that an error has occurred.

2.2. Verification.

2.2.1. Upon Proper Receipt of any Document, the receiving party shall verify the legitimacy of the Document, process the decryption of the Document as necessary, and translate the Document in accordance with the Standards to determine whether the Document contains all of the required data in proper syntactical form. If the Document is legitimate and successfully decoded, the receiving party shall transmit either a Functional Acknowledgment or a Response Document to the sending party by the Acknowledgment Deadline, all as set forth in the Appendix. A Functional Acknowledgment means an ASC X12 transaction set 997, which confirms (in the format specified thereby) whether or not all required portions of the Document are complete and syntactically correct, but which does not address or otherwise confirm the substantive content of the Document. A Response Document is a transaction set in substitution of the ASC X12 Functional Acknowledgment transaction set 997. For purposes of this Agreement, a Response Document confirms (in the format specified thereby) whether or not the substantive content of the corresponding Document contains data that is sufficiently accurate to effectuate the communication, confirms whether or not all required portions of the Document are complete and syntactically correct and may contain data sent by the receiving party to the sending party in response to the substantive content of the related Document.

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TRADING PARTNER AGREEMENT  
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Section 2. Transmissions. (Continued)

2.2. Verification. (Continued)

2.2.2. If there has not been a Proper Receipt by the sending party of a Functional Acknowledgment or Response Document (as applicable) to a Document for any reason, or there has been a Proper Receipt by the sending party of a Response Document or Functional Acknowledgment indicating error, the Document shall not be relied upon by either party as an effective Document for any purpose and the sending party, within the Retransmission Timeframe (as set forth in the Appendix), may elect to retransmit the Document.

2.2.3. A Functional Acknowledgment, or a Response Document (that has been designated in the Appendix as a substitute for a functional acknowledgment) with Proper Receipt that does not indicate error shall constitute conclusive evidence a Document has been received.

2.3. Garbled Transmissions. If any transmitted Document is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner.

Section 3. Transaction Terms.

3.1. Terms and Conditions. This Agreement is to be considered part of any other written agreement duly executed by the parties referencing it or as referenced by mutual agreement of the parties in the Appendix hereto. The terms of this Agreement shall prevail in the event of a conflict with any of the terms and conditions applicable to any Transaction insofar as such conflict exists between the procedures to be used in the electronic transmission of data set forth herein.

3.2. Confidentiality. No information contained in any Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided herein or pursuant to the transportation agreements between the parties, other written agreements between the parties or by applicable law.



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TRADING PARTNER AGREEMENT  
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Section 3. Transaction Terms. (Continued)

3.3. Validity and Enforceability.

3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of Documents specifying certain of the applicable terms.

3.3.2. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing"; and any such Document when containing, or to which there is affixed, a Signature Code ("Signed Document") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

3.3.3. The parties agree not to contest the validity or enforceability of any Signed Document under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. Miscellaneous.

4.1. Term. This Agreement shall be effective as of the date fully executed by the parties and shall remain in effect until terminated by either party with not less than 30 days prior written notice specifying the effective date of termination; provided, however, that written notice for purposes of this paragraph shall not include notice provided in an EDI format; further provided, however, that a termination pursuant to this section shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination.

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Section 4. Miscellaneous. (Continued)

4.2. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, then as of such determination, this Agreement in its entirety shall be deemed ineffective and unenforceable by the parties.

4.3. Entire Agreement. This Agreement, the Appendix and any duly executed amendments or exhibits thereto shall constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is solely for the benefit of, and shall be binding solely upon, the parties their agents and their respective successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the parties hereto and no other party shall have any right, claim or action as a result of this Agreement. There are no third party beneficiaries to this Agreement.

4.4. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the state of Texas, without regard to its conflicts of laws provisions.

4.5. Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any documents and which, by the exercise of due diligence, such party is unable to prevent or overcome.

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TRADING PARTNER AGREEMENT  
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Section 4. Miscellaneous. (Continued)

4.6. Exclusion of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if either party has been advised of the possibility of such damages and REGARDLESS OF FAULT. Damages are limited to direct damages to software and hardware arising from this Agreement and shall be set forth in the Appendix.

4.7. Notices. Unless otherwise provided in this Agreement, all notices required or permitted to be given with respect to this Agreement shall be given by mailing the same postage prepaid, or given by fax or by courier, or by other methods specified in the Appendix to the addressee party at such party's address as set forth in the Appendix. Either party may change its address for the purpose of notice hereunder by giving the other party no less than five (5) days prior written notice of such new address in accordance with the preceding provisions.

4.8. Assignment. This Agreement may not be assigned or transferred by either party without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, any assignment or transfer, whether by merger or otherwise, to a party's affiliate or successor in interest shall be permitted without prior consent if such party assumes this Agreement.

4.9. Waivers. No forbearance by any party to require performance of any provision of this Agreement shall constitute or be deemed a waiver of such provision or any other or the right thereafter to enforce it.

4.10. Counterparts. This Agreement may be executed in any number of original counterparts all of which shall constitute but one and the same instrument.

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TRADING PARTNER AGREEMENT  
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Section 4. Miscellaneous. (Continued)

4.11. Superseding Conflicts. If either party to this Agreement determines that this Agreement or any provision thereof is in conflict with either that party's existing tariff or any obligation imposed by a governmental entity exercising jurisdiction over that party, then that party shall give notice to the other defining which terms of this Agreement are affected, and the reasons therefor, and may provide notice of termination of this Agreement as provided in Section 4.7, effective immediately upon receipt of such notice by the other party to this Agreement.

4.12. Special Provisions.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Trading Partner: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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Original Sheet No. 515 Original Sheet No. 515 : Effective

APPENDIX  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
between \_\_\_\_\_  
and \_\_\_\_\_  
DATE \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (DATE)

COMPANY NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

ZIP/POSTAL CODE \_\_\_\_\_

ATTENTION \_\_\_\_\_  
(NAME, TITLE)

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

OTHER NOTICE METHOD  
& ADDRESS (e-mail) \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

STREET \_\_\_\_\_

CITY \_\_\_\_\_

STATE/PROVINCE/COMMONWEALTH \_\_\_\_\_

ZIP/POSTAL CODE \_\_\_\_\_

ATTENTION \_\_\_\_\_  
(NAME, TITLE)

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

OTHER NOTICE METHOD  
& ADDRESS (e-mail) \_\_\_\_\_

DUNS NUMBER \_\_\_\_\_

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APPENDIX  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
between \_\_\_\_\_  
and \_\_\_\_\_  
DATE \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (DATE)

RECEIPT COMPUTER:

COMPANY NAME: \_\_\_\_\_  
INTERNET ADDRESS (URL) \_\_\_\_\_  
ISA QUALIFIER \_\_\_\_\_  
ISA ID \_\_\_\_\_

FOR PUBLIC KEY CHANGES OR EMERGENCY KEY VERIFICATION:

CONTACT NAME: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
INTERNET ADDRESS (URL) \_\_\_\_\_  
ISA QUALIFIER \_\_\_\_\_  
ISA ID \_\_\_\_\_

FOR PUBLIC KEY CHANGES OR EMERGENCY KEY VERIFICATION:

CONTACT NAME: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

2. STANDARDS: \_\_\_\_\_

3. INDUSTRY GUIDELINE: \_\_\_\_\_

The mutually agreed provisions of this Exhibit shall control in  
the event of any conflict with any listed industry guidelines.

4. SECURITY PROCEDURES: \_\_\_\_\_

5. TERMS AND CONDITIONS: \_\_\_\_\_

6. DATA RETENTION: \_\_\_\_\_

7. REFERENCED AGREEMENTS: \_\_\_\_\_

8. LIMITATION ON DIRECT DAMAGES: \_\_\_\_\_

9. CONFIDENTIAL INFORMATION: \_\_\_\_\_

Effective Date: 09/01/1997 Status: Effective

FERC Docket: GT97- 60-000

Original Sheet No. 517 Original Sheet No. 517 : Effective

APPENDIX  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
between \_\_\_\_\_  
and \_\_\_\_\_  
DATE \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (DATE)

LIST OF EXHIBITS

EXHIBIT	TRANSACTION	
NUMBER	SET NUMBER	NATURAL GAS DOCUMENT NAME

All Exhibits, attached hereto are to be considered attached to the Appendix and made a part thereof. Where there are any provisions specified both in the Exhibit(s) and in the Appendix, those contained in the Exhibit(s) govern.

The undersigned do hereby execute this Appendix, which Appendix is attached to and made a part of the above referenced Trading Partner Agreement. By execution below the parties hereby ratify said Agreement for all purposes set forth in this Appendix and the attached Exhibit(s).

COMPANY NAME: \_\_\_\_\_  
BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
BY: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

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FERC Docket: GT97- 60-000

Original Sheet No. 518 Original Sheet No. 518 : Effective

EXHIBIT 1  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
between \_\_\_\_\_  
and \_\_\_\_\_  
DATED \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (date)  
COVERING TRANSACTION SET NUMBER \_\_\_\_\_

1. DOCUMENT SPECIFIC OPERATING INFORMATION:  
(This section covers only the originating Document and its Functional Acknowledgment or identification and timing of substitute Response Document.)

NATURAL GAS DOCUMENT NAME \_\_\_\_\_  
ASC X12 VERSION RELEASE NO. \_\_\_\_\_

ROW NUM	ITEMS	ORIGINATING PARTY	RECEIVING PARTY
1	COMPANY NAME		
2	EDI COMMUNICATION PHONE NUMBER		
3	THIRD PARTY SERVICE PROVIDER NAME		
4	RECEIPT COMPUTER		
5	ISA QUALIFIER		
6	ISA ID CODE		
7	GS ID CODE		
8	FUNCTIONAL 997 DOCUMENT ACKNOWLEDGMENT (FA) (Y/N)	N/A	
9	FA RETURN TIME FRAME	N/A	
10	RESPONSE DOCUMENT (RSP) NUMBER/NAME	N/A	
11	FUNCTIONAL ACKNOWLEDGMENT OF RESPONSE	N/A	
12	RSP RETURN TIME FRAME	N/A	
13	ACCEPTANCE DOCUMENT (ACPT)	N/A	
14	FUNCTIONAL ACKNOWLEDGMENT OF ACCEPTANCE	N/A	N/A
15	ACPT RETURN TIME FRAME	N/A	
16	RETRANSMIT TIME FRAME (ORIGINAL DOCUMENT)	N/A	N/A
17	SIGNATURE CODE		



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**Original Sheet No. 519** Original Sheet No. 519 : Effective

EXHIBIT 1  
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT  
between \_\_\_\_\_  
and \_\_\_\_\_  
DATED \_\_\_\_\_  
TO BE EFFECTIVE \_\_\_\_\_ (date)  
COVERING TRANSACTION SET NUMBER \_\_\_\_\_

The undersigned do hereby execute this Exhibit pursuant to the Agreement attached and do hereby ratify said Agreement for all purposes set forth in this Exhibit.

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

